TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1899.

No. 190 28.

THE WISCONSIN, MINNESOTA AND PACIFIC RAILROAD COMPANY, PLAINTIFF IN ERROR,

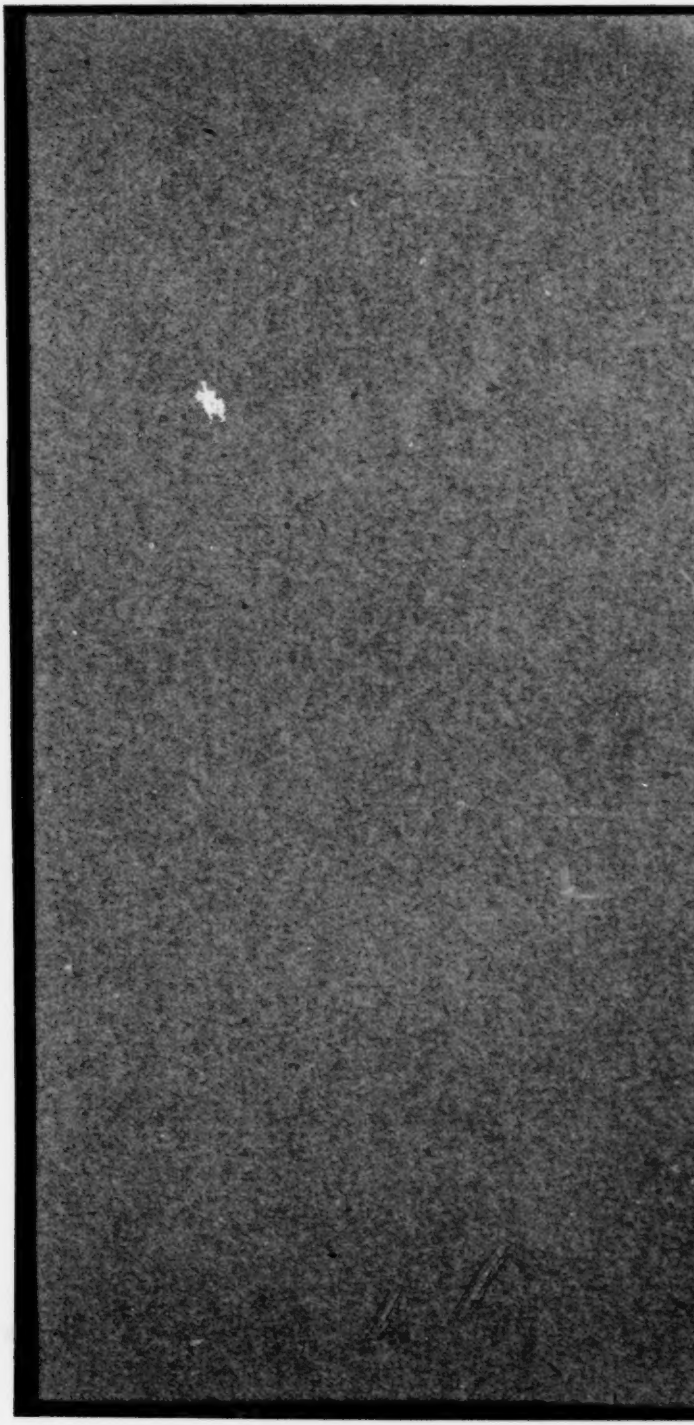
vs.

JACOB F. JACOBSON.

IN ERROR TO THE SUPREME COURT OF THE STATE OF MINNESOTA.

FILED JANUARY 30, 1899.

(17,283.)



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1 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the supreme court of the State of Minnesota, Greeting:

Because that in the records and proceedings and also in the rendition of the judgment of a plea which is in the supreme court of Minnesota, before you or some of you, being the highest court of law or equity in said State in which a decision could be had in the said suit between Jacob F. Jacobson, plaintiff, and The Wisconsin, Minnesota and Pacific Railroad Company and The Willmar & Sioux Falls Railway Company, defendants, wherein was drawn in question the validity of a statute of the State of Minnesota on the ground of its being repugnant to the Constitution of the United States, and the decision was in favor of such validity, a manifest error hath happened, to the great damage of the Wisconsin, Minnesota and Pacific Railroad Company, as by its complaint appears, we, being willing that the error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you that, if judgment be therein given, *that*, under your seal, distinctly and openly, you send the records and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington within thirty days from the date hereof, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to laws and customs of the United States should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this 30th day of December, A. D. 1898.

[Seal U. S. Circuit Court, Dist. of Minnesota, Third Division.]

HENRY D. LANG,
Clerk of the Circuit Court of the United States in and for District of Minnesota.

2 [Endorsed:] State of Minnesota, county of ——. District court, — judicial district. Wis., Minn. & Pacific R. R. Co., plaintiff in error, *vs.* Jacob F. Jacobson, defendant in error. Writ of error. Due service of the within by copy is hereby admitted at St. Paul, Minn., *Minnesota*, this 4th day of Jan'y, A. D. 1899. W. B. Douglas, attorney general. Albert E. Clarke and W. F. Booth, 1104 Guaranty Loan building, Minneapolis, Minn., attorneys for ——.

3 UNITED STATES OF AMERICA, *ss:*

To Jacob F. Jacobson, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, at Washington, within thirty days from the date hereof, pursuant to the writ of error filed in

the clerk's office of the supreme court of the State of Minnesota, wherein The Wisconsin, Minnesota and Pacific Railroad Company is plaintiff in error and you are defendant in error, to show cause, if any there be, why the judgment rendered against said plaintiff in error, as in said writ of error mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Chas. M. Start, chief justice of the supreme court of the State of Minnesota, this 30th day of December, A. D. 1898.

CHAS. M. START,
Chief Justice of the Supreme Court, State of Minnesota.

4 [Endorsed:] State of Minnesota, county of ——. District court, — judicial district. Wis., Minn. & Pacific R. R. Co., plaintiff in error, *vs.* Jacob F. Jacobson, defendant in error. Citation. Due service of the within by copy is hereby admitted, at St. Paul, Minnesota, this 4th day of January, A. D. 1899. W. B. Douglas, per C. Tousely, attorney for def't in error. Albert E. Clarke and W. F. Booth, 1104 Guaranty Loan building, Minneapolis, Minn., attorneys for —.

5 To the Honorable Charles M. Start, chief justice of the supreme court of the State of Minnesota:

Now comes the Wisconsin, Minnesota and Pacific Railroad Company, a corporation of the State of Minnesota and a citizen of the United States of America, by its attorney, Albert E. Clarke, and complains that in the records and proceedings and also in the rendition of the judgment in a suit between Jacob F. Jacobson, plaintiff, and said Wisconsin, Minnesota and Pacific Railroad Company and The Willmar & Sioux Falls Railway Company, defendants, in the supreme court of the State of Minnesota, that being the highest court of law or equity in said State of Minnesota in which a decision could be had in said suit, and in which a final judgment was rendered against the defendants on the 2nd day of May, A. D. 1898, in said suit, wherein it was adjudged that the provisions of chapter 91 of the General Laws of 1895 in and for the State of Minnesota, amendatory of chapter 10, General Laws 1887 of said State, which requires the construction of connecting tracks and the interchange of business and traffic between intersecting railways, is not in violation of the fourteenth amendment of the Constitution of the United States, in that the State of Minnesota, by and through the provisions of said chapter 91, assumes to abridge the privileges and immunities of said Wisconsin, Minnesota and Pacific Railroad Company as a citizen and denies to it the equal protection of the laws, and deprives it of its property or the use thereof without due compensation or due process of law, as well as the right of liberty of contracting with reference to its business.

It was also adjudged by said supreme court of the State of Minnesota by its final judgment in said suit that the provisions of said chapter 91 of the General Laws of Minnesota for the year 1895 are

not in violation of the fourteenth amendment of the Constitution of the United States, in that by the provisions of said chapter the State of Minnesota denies to said Wisconsin, Minnesota and Pacific Railroad Company the right to contract with reference to its business, and thus takes its property without its consent and compels said railroad company to enter into involuntary, unreasonable, and unprofitable contracts with another railroad company, at the instance of third parties, resulting in the loss of business and revenue on the part of said railroad company.

6 It was also adjudged by said supreme court of Minnesota by its final judgment in said suit that the provisions of chapter 91 of the General Laws of the State of Minnesota for the year 1895 are not in violation of section 10, article 1, of the Constitution of the United States, in that the provisions of said chapter impaired the obligations of the charter contract between said State of Minnesota and said Wisconsin, Minnesota and Pacific Railroad Company.

It was also adjudged by said supreme court of Minnesota by its final judgment in said suit that the provisions of said chapter 91 of the General Laws of Minnesota for the year 1895 are not in violation of section 8, article 1, of the Constitution of the United States, in that the State of Minnesota by the provisions of said chapter assumes to regulate commerce between several States and compel the defendants in said suit to make joint rates for the transportation of interstate traffic.

All of which appears in the records and pleadings in said suit, whereby manifest error has happened, to the great damage of said Wisconsin, Minnesota and Pacific Railroad Company, defendant in said suit.

Wherefore said Wisconsin, Minnesota and Pacific Railroad Company, one of the defendants in said suit, prays for the allowance of a writ of error, and for such other process as may cause the same to be corrected by the Supreme Court of the United States.

ALBERT E. CLARKE,
Attorney for Wisconsin, Minnesota and Pacific Railroad Company, Defendant.

Allowed.
CHAS. M. START,
Chief Justice of the Supreme Court of the State of Minnesota.

St. Paul, Minn., December 22d, 1898.

7 [Endorsed:] Copy. State of Minnesota, county of ——. Supreme court, — judicial district. Jacob F. Jacobson, plaintiff, *vs.* Wisconsin, Minn. & Pacific R. R. Co. *et al.*, defendants. Petition for writ of error.

Endorsed: Filed Jan. 19, 1899. Darius F. Reese, clerk.

8 *Assignment of Errors Made and Filed by Defendant and Appellant in the State Supreme Court.*

I. The court erred in holding that the provisions of chapter 91 of the General Laws of 1895, amendatory of chapter 10 of the General Laws of 1887, of the acts of the legislature of the State of Minnesota, which require the construction of connecting tracks and the interchange of business and traffic between intersecting railways, is not in violation of section 2, article 1, of the constitution of the State of Minnesota, in that it deprives this defendant of its business and property and the right to contract in relation thereto; deprives this defendant of the right to use and operate its property in the manner and for the purposes for which it was acquires; requires it to surrender its business to others, and compels it to enter into unprofitable contract relations destructive of its business.

II. The court erred in holding that the provisions of said chapter 91 of the Acts of 1895 are not in violation of section 13, article 1, of the constitution of the State of Minnesota, in that the provisions of said chapter assume to authorize the taking of private property for public use without just compensation therefor first paid or secured.

III. The court erred in holding that the provisions of said chapter 91 of the General Laws of 1895 are not in violation of section 11, article 1, of the constitution of the State of Minnesota, in that the provisions of said chapter impair the obligations of the charter contract between said State of Minnesota and this defendant.

IV. The court erred in holding that the provisions of said chapter — are not in violation of section 8, article 1, of the Constitution of the United States, in that the State of Minnesota, by the provisions of said chapter, assumes to regulate commerce between the several States and to compel the defendants to make joint rates for the transportation of interstate traffic.

9 V. The court erred in holding that the provisions of said chapter 91 are not in violation of the 14th amendment to the Constitution of the United States, in that the State of Minnesota, by and through the provisions of said chapter 91, assumes to abridge the privileges and immunities of this defendant as a citizen, and denies to this defendant the equal protection of the laws and deprives it of its property or the use thereof without due compensation or due process of the law, as well as the right of liberty of contracting with reference to its business.

VI. The court erred in holding that the provisions of said chapter 91 are not in violation of the 14th amendment to the Constitution of the United States, in that by the provisions of said chapter the State of Minnesota denies this defendant the right to contract with reference to its business, and thus takes its property without its consent and compels this defendant to enter into involuntary, unreasonable, and unprofitable contracts with another railroad company at the instance of third parties, resulting in the loss of business and revenue on the part of this defendant.

VII. The court erred in holding that the provisions of said chapter 91, General Laws 1895, are not in violation of section 10, article 1

of the Constitution of the United States, in that the provisions of said chapter impair the obligations of the charter contract between the said State of Minnesota and this defendant.

VIII. The court erred in holding that the provisions of said chapter 91, General Laws 1895, are valid and in conformity with the provisions of section 2, article 1, and section 13, article 1, of the constitution of the State of Minnesota.

IX. The court erred in holding that the provisions of said chapter 91, General Laws of 1895, are in conformity with the provisions of section 8, article 1, of the Constitution of the United States and the 14th amendment to the Constitution of the United States and section 10, article 1, of the Constitution of the United States.

X. The court erred in holding that the provisions of said chapter 91 of the General Laws of 1895 requiring all common carriers to provide at all points of connection, crossing, or intersection at grade track connections for transferring cars from their lines or tracks to those of any other common carrier whose line or tracks may connect with, cross, or intersect their own, and requiring all common carriers at said points of intersection to provide equal and reasonable facilities for the exchange of cars and traffic between their respective lines, and providing for the establishment of through joint rates between such carriers, are not in violation of the provisions of sections 2 and 13 of article 1 of the constitution of the State of Minnesota and sections 8 and 10, article 1, of the Constitution of the United States and the 14th amendment to the Constitution of the United States.

XI. The court erred in holding that there is evidence of necessity for the construction of the connection sufficient to justify or authorize the judgment.

STATE OF MINNESOTA, ss:

Supreme Court.

I, D. F. Reese, clerk of the supreme court of the State of Minnesota, do hereby certify that the above and foregoing assignment of errors was made and filed by the defendants and appellants in the above-entitled action of Jacobson F. Jacobson, respondent, *v.* Wisconsin, Minnesota & Pacific Railroad Company and The Willmar and Sioux Falls Railway Company, appellants. Said assignment of errors was filed in said supreme court on the 8th day of February, 1898, in accordance with the rules and practice of said court, and became and constituted a part of the record upon which said cause was heard, tried, and determined and upon which the same was argued and submitted in said court.

In witness whereof I have hereunto set my hand and affixed the seal of the supreme court of the State of Minnesota, at the capital, St. Paul, Minnesota, this — day of January, 1899.

[Seal of the Supreme Court, State of Minnesota.]

D. F. REESE,
Clerk of the Supreme Court of Minnesota,
By J. L. HELM, *Deputy.*

11 [Endorsed:] State of Minnesota, supreme court. Jacob F. Jacobson, respondent, *vs.* Wisconsin, Minn. & Pacific R. R. Co. *et al.*, appellant-. Assignments of error.
Endorsed: Filed Jan. 19, 1899. Darius F. Reese, clerk.

12 In the Supreme Court of the United States.

WISCONSIN, MINNESOTA AND PACIFIC RAILROAD COMPANY, Plaintiff in Error,
vs.
JACOB F. JACOBSON, Defendant in Error.

Assignment of Errors.

The plaintiff in error respectfully submits that the supreme court of the State of Minnesota erred in this:

I. The court erred in holding that the provisions of chapter 91 of the General Laws of the State of Minnesota for 1895, amendatory of chapter 10 of the General Laws of 1887 of the acts of the legislature of the State of Minnesota, which require the construction of connecting tracks in the interchange of business and traffic between intersecting railways, is not in violation of the 14th amendment of the Constitution of the United States, in that the State of Minnesota, by and through the provisions of said chapter 91, assumes to abridge the privileges and immunities of the plaintiff in error as a citizen, denies to it the equal protection of the laws, and deprives it of its property and the use thereof without due compensation or due process of law, and denies to it the right of contracting with reference to its own business.

II. The court erred in holding that the provisions of said chapter 91, General Laws 1895, are not in violation of the 14th amendment to the Constitution of the United States, in that by the provisions of said chapter the State of Minnesota denies to the plaintiff in error the right to contract with reference to its business, and thus takes its property without its consent, and compels it to enter into involuntary, unreasonable, and unprofitable contracts with another railroad company at the instance of third parties, resulting in a loss of business and revenue on the part of the plaintiff in error.

III. The court erred in holding that the provisions of said chapter 91, General Laws 1895, are not in violation of section 10, article 1, of the Constitution of the United States, in that the pro-
13 visions of said chapter impair the obligation of the charter contract between said State of Minnesota and the plaintiff in error.

IV. The court erred in holding that the provisions of said chapter 91, General Laws 1895, are not in violation of section 8, article 1, of the Constitution of the United States, which confers upon Congress the exclusive power to regulate commerce among the several States.

14 [Endorsed:] In the Supreme Court of the United States. Wisconsin, Minnesota & Pacific R. R. Co., pl'ff in error, *vs.* Jacob F. Jacobson, def't in error. Assignment of errors. Endorsed: Filed Jan. 19, 1899. Darius F. Reese, clerk.

15 Supreme Court of the United States, *ss:*

JACOB F. JACOBSON, Plaintiff,
vs.
WISCONSIN, MINNESOTA AND PACIFIC RAILROAD COMPANY, Defendant.

Know all men by these presents that we, The Wisconsin, Minnesota and Pacific Railroad Company, as principal, and The National Surety Company, a corporation, as surety, are held and firmly bound unto Jacob F. Jacobson in the sum of one thousand ($1,000.00) dollars, to be paid to the said Jacob F. Jacobson, his heirs or assigns; to which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our heirs, executors, administrators, and successors, firmly by these presents.

Sealed with our seals and dated this 3d day of January, A. D. 189–.

Whereas the above-named Wisconsin, Minnesota and Pacific Railroad Company hath prosecuted a writ of error in the Supreme Court of the United States to reverse the judgment rendered in the above-entitled action by the supreme court of the State of Minnesota:

Now, therefore, the condition of this obligation is such that if the above-named Wisconsin, Minnesota and Pacific Railroad Company shall prosecute its said writ of error to effect and answer all costs and damages if it shall fail to make good its plea, then this obligation shall be void; otherwise to remain in full force and effect.

WISCONSIN, MINNESOTA AND PACIFIC RAILROAD COMPANY,
By L. F. DAY, *Its General Manager.*
Attest: L. B. ARNOLD, *Secretary.*
NATIONAL SURETY COMPANY, [SEAL.]
[SEAL.] By J. W. LUSK, *Resident Vice-President.*
By CHAS. C. SHARP, *Resident Ass't Secretary.*

Signed, sealed, and delivered in presence of—
C. E. SWAN.
J. J. HARPER.
W. S. McCURDY.
L. F. HOLCOMBE.

16 STATE OF MINNESOTA, } *ss:*
County of Ramsey, }

On this 3rd day of Jan'y, 1899, before me personally appeared Chas. C. Sharp, resident assistant secretary of the National Surety

Company, the above-named corporation, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the city of St. Paul; that he is resident assistant secretary of said corporation, The National Surety Company; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal; that it was affixed by order of the board of directors of said corporation, and that he signed said instrument as resident assistant secretary of said corporation by like authority; and the said Chas. C. Sharp further said that he is acquainted with J. W. Lusk; knows him to be resident vice-president of said company; that the signature of said J. W. Lusk subscribed to the said instrument is the genuine handwriting of said J. W. Lusk, and was thereto subscribed by the like order of the said board of directors and in the presence of him, the said Chas. C. Sharp, resident assistant secretary, and the said Chas. C. Sharp acknowledged said instrument to be the free act and deed of said corporation.

W. S. McCURDY,
Notary Public, Ramsey County, Minnesota.

[Notarial Seal, Ramsey County.]

17 [Endorsed:] Copy. 10925. State of Minnesota, county of ——. District court, — judicial district. Jacob F. Jacobson, plaintiff and def't in error, *vs.* Wis., Minn. & Pac. R. R. Co., defendant and pl'ff in error. I hereby approve the within bond and sureties this 4th day of January, 1899. Chas. M. Start, chief justice supreme court. Due service of the within by copy is hereby admitted, at St. Paul, Minnesota, this 4th day of Jan'y, A. D. 1899. Bond approved as to form and sureties. W. B. Douglas, attorney general. Albert E. Clarke and W. F. Booth, 1104 Guaranty Loan building, Minneapolis, Minn., attorneys for ——.
Endorsed: Filed Jan. 19, 1899. Darius F. Reese, clerk.

18 STATE OF MINNESOTA:

Supreme Court, October Term, A. D. 1897.

JACOB F. JACOBSON, Complainant,
vs.
THE WISCONSIN, MINNESOTA & PACIFIC RAILROAD COMPANY and The Willmar & Sioux Falls Railway Company, Defendants.

Before the railroad and warehouse commission of the State of Minnesota.

Petition.

To the honorable the railroad and warehouse commission of the State of Minnesota:

Your petitioner respectfully represents:

1. That he is a citizen and resident of the county of Lac Qui Parle, in the State of Minnesota, and is now and for a long time

past has been engaged in the business of shipping grain,
19 wood and other commodities on and over the lines of the Wisconsin, Minnesota & Pacific Railroad Company in said State.

2. That the said Wisconsin, Minnesota & Pacific Railroad Company is a corporation duly organized and existing under the laws of the said State, and operates lines of railway, with a line extending from the city of Minneapolis, in the county of Hennepin, through the counties of Carver, Sibley, Renville, Yellow Medicine and Lac Qui Parle to the city of Watertown, in the State of South Dakota.

3. That the Willmar & Sioux Falls Railway Company is a corporation duly organized and existing under the laws of the said first-named State and operates lines of railway, one line of which extends from the city of Willmar, in the county of Kandiyohi, through the counties of Chippewa, Yellow Medicine, Lyons, Pipestone and Rock, in the said State of Minnesota, to the line of the State of South Dakota; that the main line of said last-named company connects at said city of Willmar with what is known as the Great Northern system of railways operated by the Great Northern Railway Company, which said system operates lines extending from the city of St. Paul via the city of Crookston to St. Vincent, in said last-named State, and via the city of Breckenridge to the city of Fargo, in the State of North Dakota, and from the city of Fargo to the city of Grand Forks, in said last-named State, and via said city of Crookston to the city of Everett, in the State of Washington, from which last-named city the said Great Northern system has and enjoys traffic connections with the lines of other railway companies whereby it is enabled to haul its freight and passenger trains to points situate upon the Pacific coast; that the said Great Northern Railway
20 Company has traffic connections with the Eastern Railway Company in said State of Minnesota, which last-named company has a line extending from the city of Hinckley therein to the cities of Duluth and Superior, situated respectively at the head of Lake Superior.

4. That at or near the point or station known as Hanley Falls, in said county of Yellow Medicine, the tracks of the lines of the said Willmar & Sioux Falls Railway Company and of the said Wisconsin, Minnesota & Pacific Railroad Company, respectively cross and intersect each other at grade and in such manner as to make it practicable to provide thereat ample facilities by track connections for the transfer from one of the last-named tracks to the other thereof, any and all cars of whatsoever name or character used in the regular business of the said two last-named companies, or either thereof.

5. That no facilities whatever have been provided by either of said last-named companies at or near said station of Hanley Falls, nor do any now exist thereat, whereby cars of any kind or description can be transferred from either of the said two last-named lines to the other thereof, or whereby passengers or freight can be transferred from one to the other of said lines.

6. That it is both practicable and necessary for the interest of traffic and the reasonable and proper accommodation of the citizens of this State using and employing the lines of the said last two named companies respectively, as a means of travel and the transportation of produce and merchandise that ample facilities by track connections for the transfer of any and all cars used in the regular business of the respective lines of the said last-named companies be speedily provided at said station of Hanley Falls, and that
21 the said two last-named companies be required to speedily provide equal and reasonable facilities for the interchange of cars and traffic between the respective lines at the said station and for the receiving, forwarding and delivering thereat of passengers, property and cars to and from their several lines and the lines of other common carriers connecting therewith as aforesaid.

7. That the providing of the said track connections and transfer facilities at the said station will greatly facilitate the traffic in wood, grain and other productions and in merchandise between the numerous stations located on the said last-named lines respectively, which said traffic is now very large and important and carried on at great expense and loss of time, by reason of the want of such transfer facilities at said station of Hanley Falls, and that the providing of such facilities will afford a shorter, more direct, expeditious and less expensive means of shipment of such productions and merchandise between the stations located as aforesaid on said lines.

Wherefore your petitioner respectfully prays that your honorable board will make its order directing and requiring the said Willmar & Sioux Falls Railway Company and the said Wisconsin, Minnesota & Pacific Railroad Company, and each of them, to provide as speedily as may be, and in the manner required by law, at the point of intersection of the respective lines at said station of Hanley Falls, ample and proper facilities by track connections for transferring any and all cars used in the regular business of their respective lines from one to the other of said lines, and to provide equal and reasonable facilities at the said point of intersection for the interchange of cars and traffic between their respective lines, and for the re-
22 ceiving, forwarding and delivering of passengers, property and cars thereat to and from the several lines and those of other companies, common carriers, connecting with the same or either thereof.

(Signed) JACOB F. JACOBSON.

STATE OF MINNESOTA, } ss:
County of Lac Qui Parle, }

Jacob F. Jacobson, being first duly sworn, deposes and says that he has read the foregoing petition and knows the contents thereof and that the same is true.

(Signed) JACOB F. JACOBSON.

Subscribed and sworn to before me this 27th day of December, A. D. 1895.

(Signed) AMUND HEGNA,

[SEAL.] *Notary Public, Lac Qui Parle Co., Minn.*

23 Before the Railroad and Warehouse Commission of the State of Minnesota.

JACOB JACOBSON, Complainant,
vs.
THE WISCONSIN, MINNESOTA & PACIFIC RAILROAD COMPANY and The Willmar & Sioux Falls Railway Company, Defendants.

Answer of the Wisconsin, Minnesota & Pacific Railroad Company.

The Wisconsin, Minnesota & Pacific Railroad Company, for answer to the complaint herein, says:

The defendant alleges that its railway has at all times referred to in the petition been operated in connection with a line of railway extending to the cities of St. Paul, Minneapolis and Duluth, in the State of Minnesota, and to all important markets and business centers in adjoining States. That the Willmar & Sioux Falls Railway Company is likewise operated in connection with a line of railway extending to St. Paul, Minneapolis and Duluth, in the State of Minnesota, and to all important markets and business centers in adjoining States. Tariff rates from all points on said lines of railway respectively are reasonable and just, and parties residing along the line of each of said railways respectively would derive no
24 advantage or benefit from the construction of the connecting track as required by the petition. There has been and will be no business requiring the construction of said track or that will gain any saving or advantage by reason thereof.

Further answering, this defendant alleges that its line of railroad referred to in said petition was constructed in all respects in conformity with the obligation and duty imposed by its charter. It acquired title to right of way 100 feet in width in and through the village of Hanley Falls and at the point where it is required to construct such connecting track, under the provisions of the petition herein. It neither has title to nor possession of other land than that included within such right of way at the point in question, such right of way being all that was required for the purpose of constructing and operating its line. A connecting track as required by the petition herein cannot be constructed upon land now owned or possessed by these defendants or either of them. To construct such track the title or right to possess or occupy other or additional lands must be acquired. To construct said connecting track the main track of the line of railway must be cut and switch connections placed therein, thereby increasing the danger of operation. The point where said connecting track is located is about one-fourth of a mile from the nearest station on the line of this defendant, and about one mile from the nearest station on the line of the defendant, The Willmar & Sioux Falls Railway Company. The risk incidental in handling freight will be increased in consequence of the necessity of leaving cars on the side track at such point, remote from any station or watchman.

25 No agreement has been made between the defendants as to the proportion each shall pay of the cost of construction of such connecting track nor of the cost of maintenance thereof, and no agreement has been or can be made between the defendants as to the proportion to be paid by each of the cost of such additional land as will be required upon which to construct said connecting track, or as to the quantity of land that shall be required by each of the defendants respectively for that purpose. There are over five thousand miles of railway in operation within the State of Minnesota. The tracks of the respective lines of railway intersect and cross each other at several hundred points within the State. In some places the point at the crossing or intersection is on the banks of rivers, at the ends of bridges, at other places in rock cuts where the grade of one line is several feet higher than the grade of the other. In many cases there are bridges by means of which one line crosses the track of another. To construct connecting tracks at many points of intersection and crossing within the State would require the expenditure of a very large sum of money, amounting to many thousands of dollars, and of tracks several thousand feet in length, and the acquiring for the purpose of valuable property, in some instances in the business centers of towns and cities in the State.

The Wisconsin, Minnesota & Pacific Railroad Company succeeded to all the charter rights, duties and obligations of the Minnesota Central Railroad Company, incorporated by chapter 2, Special Laws of 1857, extra session, approved May 23, 1857, and the various acts amendatory thereof and supplemental thereto.

26 Wherefore defendant prays that it may be dismissed with costs.

ALBERT E. CLARKE AND
W. F. BOOTH,
Attorneys for the Defendants,
1104 *Guaranty Loan Building, Minneapolis, Minnesota.*

STATE OF MINNESOTA, }
County of Hennepin, } *ss:*

Albert E. Clarke, being duly sworn, says that he is the vice-president of the Wisconsin, Minnesota & Pacific Railroad Company; that he has read the foregoing answer and knows the contents thereof, and that the statements therein contained are true of his own knowledge, except as to those matters therein stated on information and belief, and as to those matters he believes it to be true.

ALBERT E. CLARKE.

Subscribed and sworn to before me by the said Albert E. Clarke this 29th day of January, 1896.

[NOTARIAL SEAL.]

W. F. BOOTH,
Notary Public in and for Hennepin County, Minnesota.

27 Before the Railroad and Warehouse Commission of the State of Minnesota.

JACOB F. JACOBSON, Complainant,
vs.
THE WISCONSIN, MINNESOTA & PACIFIC RAILROAD COMPANY and The Willmar & Sioux Falls Railway Company, Defendants.

Answer of the Willmar & Sioux Falls Railway Company.

The Willmar & Sioux Falls Railway Company for answer to the petition herein:

1st. Admits the allegations of paragraphs one (1), two (2) and three (3) of the petition, and also that at a point about one mile from the station known as Hanley Falls, in the county of Yellow Medicine, State of Minnesota, the tracks of its line and those of the Wisconsin, Minnesota & Pacific Railroad Company cross each other at grade, and that no facilities have been provided by either of said companies, at such point of crossing or intersection, whereby railway cars of any kind can be transferred from the line or tracks of one of said companies to the line or tracks of the other, or whereby passenger or freight cars can be transferred from the line of one road to the line of the other, and that at such point of crossing facilities have not been provided for the transfer of passengers and
28 freight from the cars of one of said companies to the cars of the other.

2nd. Further answering, defendant, The Willmar & Sioux Falls Railway Company, alleges that by its charter it was authorized to construct a line of railway from Willmar, in the State of Minnesota, to Sioux Falls, in the State of South Dakota; that it constructed said line of railway and in all respects complied with and performed the obligations and duties imposed by its charter. It acquired title to right of way one hundred (100) feet in width in and through the village of Hanley Falls, and at the point of such crossing or intersection. It neither has title to nor possession of other land than that included in such right of way, at the point in question. Such right of way was acquired for the purpose of constructing and operating its line, under the provisions and obligations of its charter. The connecting track acquired by the petition herein cannot be constructed upon land now owned by or in the possession of this defendant or upon land owned by and in the possession of the Wisconsin, Minnesota & Pacific Railroad Company. To construct such track the title or right to possess other and additional lands must be acquired. To acquire the land upon which to construct and maintain said track will cost nearly one thousand dollars ($1,000). To construct said connecting track the main line and track of this defendant must be cut and switch connections put in, thereby increasing the danger of operating its railway. The point of crossing or intersection is about one mile from the nearest station on the line of either of said railway companies, parties defendant. The risk

incidental to the handling of freight will be increased in con-
29 sequence of the necessity of leaving cars on the side track at such point, remote from any station or watchman, and it will be impracticable to make transfer of cars at that point, save by the use of an engine kept for the purpose, and a daily expense of from twenty to twenty-five dollars. The transfer of cars from one company to another generally depends upon contract. There is no established custom or usage under which such transfers are made. They are not made by a company when it has cars of its own not in use.

3rd. Further answering, defendant alleges that no agreement has been made between it and the Wisconsin, Minnesota & Pacific Railroad Company as to the proportion each shall pay of the cost of constructing such connecting track, or of the cost of maintenance thereof, and no agreement has been made, nor can be made between this defendant and the Wisconsin, Minnesota & Pacific Railroad Company, as to the proportion to be paid by each of the cost of such additional land as will be required upon which to construct such connecting track, or as to the quantity of land that shall be acquired by each railway company, party hereto, for that purpose. There are over five thousand miles of railway in operation in the State of Minnesota. The tracks of the respective lines of railway in the State intersect and cross each other at several hundred points within the State. In some places the point of crossing or intersection is on the bank of a river, or at the end of a bridge; at other places in a rock cut, where the grade of one line is several feet higher than the grade of the other. In many cases there are bridges by which one line crosses the track of another. To con-
struct connecting tracks at many points of intersection and
30 crossing within the State would require the expenditure of a very large sum of money, amounting to many thousands of dollars, and construction of tracks several thousand feet in length, and the acquiring, for the purpose, of valuable property, in some instances in the business centers of the towns and cities in the State.

4th. Further answering, defendant denies each and every allegation of the petition not hereinbefore specifically admitted to be true.

Wherefore this defendant asks that said petition be dismissed.

M. D. GROVER,
Attorney for Defendant The Willmar & Sioux Falls R'y Co.

St. Paul, Minn., Jan. 7th, 1896.

STATE OF MINNESOTA, } ss:
County of Ramsey, }

E. Sawyer, being duly sworn, says that he is the secretary of The Willmar & Sioux Falls Railway Company, one of the defendants herein; that he has read the foregoing answer and knows the contents thereof, and that the same is true of his own knowledge, except as to those matters therein stated on information and belief, and as to those matters he believes it to be true.

E. SAWYER.

Subscribed and sworn to before me this 7th day of January, A. D. 1896.

C. C. McELWEE,
[SEAL.] *Notary Public, Ramsey County, Minnesota.*

STATE OF MINNESOTA, }
County of Ramsey, } ss:

C. C. McElwee, being first duly sworn, deposes and says that he is a clerk in the office of the general solicitor of the Willmar
31 & Sioux Falls Railway Company; that on the 7th day of January, 1896, he served a copy of the foregoing answer upon Jacob F. Jacobson, by placing same in the post-office at St. Paul, Minn., postage prepaid, and properly addressed to said Jacobson, at Madison, Minnesota.

C. C. McELWEE.

Subscribed and sworn to before me this 7th day of December, A. D. 1896.

J. A. GARDNER,
[SEAL.] *Notary Public, Ramsey County, Minn.*

Testimony Taken Before the Railroad and Warehouse Commission.

Testimony taken before the railroad and warehouse commission, at Hanley Falls, Minnesota, on Tuesday, February 18, 1896.

Present: Gen. Geo. L. Baker, Col. Wm. Crooks, Judge Ira B. Mills, Col. Wm. M. Liggett, Messrs. A. K. Teisberg, Geo. B. Edgerton, W. F. Booth, J. F. Jacobson.

Mr. EDGERTON: We propose to show the necessity at this place for transfer facilities by which shipments over these two different lines of road can be made, and for that purpose and with that object in view, we propose to examine certain witnesses before the commission.

32 S. CHRISTOPHERSON, sworn and examined as a witness, testified as follows:

By Mr. EDGERTON:

Q. Mr. Christopherson, where do you reside?
A. Dawson, Minnesota.
Q. How long have you resided there?
A. Since 1884.
Q. What business are you engaged in and have you been engaged in?
A. Well, it has been somewhat mixed. I have been in the mercantile business, stock business and banking business.
Q. How far is Dawson from here?
A. Twenty-seven miles.

Q. From Hanley Falls to Dawson?
A. Yes, sir.
Q. How long did you say you had lived there at Dawson?
A. Since 1884.
Q. During most of that time you have shipped goods over the St. Louis road?
A. Yes, sir.
Q. Cattle?
A. Well, since 1888 I have shipped cattle.
Q. To what markets have you shipped cattle?
A. I have shipped to Minneapolis markets, St. Paul markets, Omaha markets and Sioux City markets.
Q. How many shippers in cattle are there at Dawson?
A. Well, there are four shippers that has been shipping.
Q. Can you tell me about how many car-loads of cattle were shipped from Dawson to these various markets during the year?
A. Well, I should think we shipped from Dawson probably—this year I don't think we have shipped more than fifty car-loads from Dawson. I think that is about the number, but I am not positive.

33 Q. How much before?
A. Well, in 1888 and 1889 I should thing there was twice that many shipped.
Q. Years prior to that time?
A. I don't know very much about the stock business.
Q. What is your understanding about the business now; is it on the increase or decrease?
A. Well, I think it is on the increase now again; it was on the decrease from 1890 to 1894, but people are going into the stock business more now than——
Q. Is this country up here getting to be more of a stock country?
A. Yes, sir.
Q. Generally?
A. That is, the farmers are talking and also increasing their stock.
Q. Now, what proportion of these fifty car-loads of cattle that have been shipped out of Dawson have you shipped?
A. We have shipped about twenty car-loads the last year.

Railroad commissioners' map of 1896 marked Ex. A for identification, and offered in evidence.

Q. Referring to this map, Mr. Christopherson, will you tell the commission the road you ship your cattle over in going, say to the Sioux City market?
A. Yes, sir; in going from Dawson to Sioux City we go down the M. & St. L. to Hopkins, and then we transfer——
Q. That is near Minneapolis?
A. Yes, sir; then we transfer onto the Omaha road, and go from there to Sioux City on the Omaha.

Q. From there to Sioux City?

A. Yes, sir.

Q. Why don't you transfer at Hanley Falls station instead of going clear over here to Hopkins?

A. Well, for the reason that we have no way of transferring the cars; we have to unload and pay local freight from Dawson to Hanley Falls and then local freight from there to Sioux City.

34 Q. What expense would that be on a car, do you know?

A. I don't know exactly what the difference would be.

Q. But the expense is so great you cannot afford to do it?

A. Yes; and the transferring and unloading and getting them from one yard to the other, and stopping there a long time, probably, is very inconvenient; in fact, it would entail both expense and inconvenience that we can't very well overcome. We have drove cattle down here, and that entails a very large expense and a shrinkage in the cattle; and we have, during the summer time, had to go over people's fields with the cattle.

Q. Can you afford to ship them from Dawson to Hanley Falls and ship them from that point over the Great Northern down to Sioux City?

A. Well, there was times that that probably would be as cheap to us as to go around all this distance, but other times it is practically impossible.

Q. What is the distance to Sioux City by this route from Dawson down to Hanley Falls, and from Hanley Falls, on the Great Northern, down to Sioux City?

A. I think it is 227 miles; I think it is 200 miles from Hanley Falls to Sioux City.

Q. How many hours' travel?

A. The way the freight goes it would take us about fourteen hours.

Q. How many mile's travel is it from Dawson by the route you have to take, over the St. Louis road, to Hopkins station and then transferring on the Omaha road?

A. It is about 132, I think, from Dawson to Hopkins, and the distance from there to Sioux City I am not positive about, but anyway, it takes us from forty-five to forty-eight hours continu-

35 ous, staying on the cars with the cattle, from Dawson to Sioux City by the way of Hopkins.

Q. It takes about three times as long a time to go that way as it would if you could transfer here at Hanley Falls?

A. Yes, sir; in 1888 and 1889 we shipped anyway three-quarters of them around that way.

Examined by Col. LIGGETT:

Q. Are you familiar with the values of cattle throughout the year, in the different markets—the Minneapolis and the Sioux City markets and the other markets you have referred to?

A. Yes.

Q. Why do you ship to Sioux City instead of Minneapolis?

A. Our cattle are mostly stock cattle; we mean by that cattle that are ready for men that have feed and want to fatten them; and that class of cattle we ship down south, down into Sioux City, for instance. They bring better prices there—from twenty-five to fifty cents and $1; they bring a better price down in that city for this reason: that if we ship them into the Minneapolis or St. Paul yards they are either bought by men for their own use or by scalpers that buy in the Minneapolis and St. Paul yards and reship them down into Kansas City or Omaha or some of those cities or other places in Nebraska or Iowa, and resell them either at the yards or to farmers, and of course we all know that makes an additional expense of yardage, feeding and the profit that the second man has got to have on those cattle. Now, the feeding cattle, I will say we wouldn't ship them to Sioux City, because our home market is just as good.

Q. The reason is, you can ship them down there and make
36 by it rather than ship them to Minneapolis and sell them, as the feed is cheaper in Sioux City than it is in Minnesota?

A. Yes, sir.

Q. And you are required to do it on that account?

A. Yes, sir; that is the reason.

Q. What is the freight rate from Dawson to Sioux City?

A. We had to get a stock rate of twenty-five cents a hundred.

Q. What would it be by the other road?

A. I think we made the same rate from here.

Q. Do you complain of the rate?

A. No, sir; it ain't that; I haven't been shipping in later years; it was so inconvenient for us that we practically gave it up.

By Mr. BOOTH:

Q. Anybody else shipping to Sioux City that you know of, from Dawson?

A. Lately?

Q. Yes.

A. No, not the last year.

Q. The year before last?

A. Yes.

Q. How many cars?

A. I couldn't tell you as to that.

Q. Can you tell how many cars have been shipped from Dawson within the last five years, to Sioux City?

A. I couldn't tell exactly how many cars; no, sir.

By Mr. EDGERTON:

Q. Why haven't you shipped more cattle to Sioux City around by Hopkins transfer?

A. For this reason, that our cattle come into Sioux City in bad shape, and sometimes it is impossible to ship them. I think in hot weather it would be impossible to keep them on the train forty-five to forty-eight hours.

Q. Why?

A. Cattle will lie down. I have rode in with the cattle in order to keep them from tramping on one another. After they have been on the cars over twenty-four hours they begin to go down
37 and the lighter cattle will go down and the larger ones trample on them.

Q. Have you ever known death to result on a long trip that way?

A. Yes, sir.

Q. How often does that happen, and how many in your experience?

A. Well, it depends on how good care a man takes of them. I have lost cattle, but not very often.

Q. Is there necessarily a shrinkage in taking a trip of that distance with cattle?

A. Yes, sir; it is great shrinkage going that distance with the cattle on the car.

Q. How much more would the shrinkage amount to than if you could have transfer facilities at Hanley station and on the Great Northern and the trip on the road was only fourteen hours?

A. Well, I weighed my stock at both ends, and I found that cattle would shrink 1,000 pounds going to Sioux City, and going to St. Paul I think we can make it about 500; but of course the St. Paul trip would be fully as long as the other; that is, it would take us fully as long to go from here to St. Paul as it would to Sioux City.

Q. If you had to transfer?

A. Yes.

Q. What, on an average, would that 500 pounds amount to in money?

A. Stock cattle, I suppose, would bring three cents a hundred in Sioux City.

Q. On each car-load that extra shrinkage would amount to what?

A. Amount to about $15.

Q. Now, take into consideration that amount, of about $15 on shrinkage and the deaths that result from a long journey of that kind, what would be the percentage of loss in going to Hopkins station and transferring, to Sioux City?

A. Per cent. on the whole car?

Q. Yes.

38 A. Oh the percentage wouldn't be very large. The deaths, of course—as I say, I haven't had many of those; but the shrinkage is the biggest item, of course, and of course the time; and of course cattle, you know, after they have had that long journey, the shrinkage is bigger—it takes longer to bring them back in shape to sell them; so there is an additional cost at the yard. There should be, anyway, one day's more time. It would take 600 pounds of hay to get them back in somewhat reasonable shape to sell.

Q. Now, then, how many dollars would you estimate it to be, as a loss on each car-load?

A. I should figure about $25.

Q. Does that loss, in going to Hopkins station and down to Sioux City, practically shut you out of the Sioux City market?

A. Yes, sir; it does with me. I gave it up on that account—buying that class of cattle and going to Sioux City.

Q. Is there any other market that you can make money on buying that class of cattle except to ship them south?

A. It is very hard to buy them and make any money on them.

Q. Do you know about the number of car-loads that have been shipped through these other stations—Boyd and Clarkfield and Madison—in your neighborhood there?

A. Well, only as I have seen them going up and down the road. I should estimate each of the four stations would average a car-load a week—each of them.

Judge MILLS: Four car-loads a week, you mean?

WITNESS: Yes.

Gen. BECKER: The year round?

WITNESS: I think so.

39 Q. Now, I wish to call your attention to the matter of posts and wood. Tell us what your experience has been in that respect, whether you are shut out of any market where you could buy wood and posts, etc.

A. That I could only tell you as I have it from dealers.

Q. You have been in business, so that you know generally what the market price is of wood and posts, etc., in that vicinity?

A. Yes, but I haven't handled those; I have bought wood and posts and those things, and inquired about prices, but as from my own experience I have no knowledge of the actual business, only as I have it from dealers.

Q. Don't you know from the information that you have derived on inquiries made what the price of wood and posts are in that vicinity?

A. Yes, sir; I know from inquiries.

Q. Now, I will direct your attention to what is the price, at Dawson, of posts?

A. Cedar posts bring—that is, the small light cedar posts—from eleven to fifteen cents.

Q. Other posts?

A. These cedar posts I am positive of. Oak posts, I am told it costs eighteen cents to lay them down in Boyd. That is the station east of our place, over the Minneapolis & St. Louis road.

Q. Do you know over what railroad they get these posts that they pay eighteen cents for?

A. I was told they were got from the main line of the Minneapolis & St. Louis road.

Q. Do you know what the price is there on that road, on the Minneapolis & St. Louis—the same oak posts that cost you eighteen cents at Dawson?

A. I don't know.

Q. You don't know what the price is, but you know the price of wood on that road there?

A. Yes.

40 Q. What is the price of maple wood there at Dawson?

A. $7 a cord now.

Q. What is the price of oak wood there?

A. We have got no oak wood.

Q. What kind of wood have you got there?

A. Well, mostly maple.

Q. That is $7 a cord?

A. Yes.

Q. What are the number of cords shipped in there to Dawson each year, of wood?

A. Oh, from 1,000 to 1,500 cords, I should think.

Q. You don't know about wood used in these other towns shipped in there?

A. No, sir; only what I have heard from others.

By Judge MILLS:

Q. Now, Dawson is on what is known as the Wisconsin, Minnesota & Pacific?

A. Yes, sir.

Q. What is the character of the country along through the stations that you have named?

A. It is rolling prairie.

Q. No timber?

A. No, sir; only on the Minnesota and a little bit on the ——

Q. Not sufficient for the wants of the people there?

A. No, sir.

By Mr. BOOTH:

Q. Where does that maple come from?

A. One of the dealers has been getting most of his from Waconia.

HANLEY MUNSON, sworn as a witness, testified as follows:

Examined by Mr. EDGERTON:

—. You live at Clarkfield?

A. Yes.

Q. How long have you lived there?

A. Why, I have lived there since 1880—sixteen years.

41 —. What business are you engaged in?

A. I have been farmer and doing different kinds of work—buying stock.

Q. Is that a prairie country around Clarkfield?

A. Yes, sir.

Q. No timber?

A. No.

Q. You have been shipping cattle, haven't you, more or less, from Clarkfield?

A. Yes, sir.

Q. About how many car-loads of stock have been shipped from Clarkfield?

A. Well, the last year it was around twenty-seven car-loads; more than half of the stock, I should judge, came out of that territory; some was brought by the Milwaukee and Great Northern and a part by the Northwestern.

Q. Those three roads?

A. Yes.

Q. So that this road loses a good deal of that business around Clarkfield?

A. Yes.

Q. Now, this is the Wisconsin, Minnesota & Pacific; that is the correct name of that road, isn't it? That is part of the St. Louis system?

A. Yes.

Q. How many car-loads have you shipped yourself over that?

A. I shipped fifteen car-loads, I believe, last year.

Gen. BECKER: Where were they shipped to?

WITNESS: St. Paul or Minneapolis.

Q. You didn't ship any to Sioux City?

A. Oh, no; I used to do that. I had to quit that business because that cost so much—the expense and everything cost so much.

Q. Could you make money by shipping south if you could get transfer facilities at Hanley Falls?

A. Oh, yes.

Q. Why could you get more for your stock by shipping south than north?

42 A. The cost wouldn't be so much, and besides a good many of the cattle die and get bruised on the cars, because they are so long on the car.

Q. Can they afford to pay more in Iowa for the kind of cattle that you have been shipping than they can in Minneapolis or St. Paul?

A. Yes.

Q. Why?

A. The reason is they got plenty feed for that kind of cattle. They have got cheap feed down there.

Q. Their feed costs less there and these cattle have to be fattened after they are shipped?

A. Yes.

Q. Before they are fit for killing. Now, how many car-loads of wood are shipped into Clarkfield?

A. I isn't in the business; there is other men—I think there is a man—he isn't here yet.

Q. About how much wood?

A. I think myself there was seventy-six car-loads, but I isn't positive—last year.

Q. What kind of wood do you use there?

A. We use oak and hard maple.

Q. What does wood cost you there?

A. Well, I think from six to seven dollars. I don't know how much they cost the dealers.

Q. How much do oak posts cost you there?

A. Oak posts are fifteen cents apiece.

Q. How much for cedar posts?

A. Well, from a shilling to fifteen cents; that depends on the size.

CHARLES BROWN, sworn and examined as a witness, testified as follows:

By Mr. EDGERTON:

Q. Do you know where the Wisconsin, Minnesota & Pacific
43 Railway Company intersects the Willmar & Sioux Falls Railway Company? Do you know where those two roads cross?

A. Yes.

Q. Where is it?

A. Why, it is——

Q. Near the village of Hanley Falls?

A. Yes.

Q. Where do you reside?

A. I reside here in Hanley Falls.

Q. How long have you resided here?

A. Eight years next month.

Q. What business are you engaged in here?

A. Cattle and hogs.

Q. Shipping of cattle and hogs?

A. Yes.

Q. How long have you been engaged in that business here?

A. I have been engaged in that business ever since I have been here. Before I came here I was in that business.

Q. And shipping cattle and hogs over these two different lines of road?

A. Yes.

Q. To what markets?

A. To St. Paul, Sioux City, Chicago, Omaha.

Q. Have you acquainted yourself with the market price of cattle and hogs of these various markets during that time?

A. Yes.

Q. Have you shipped cattle and hogs to Sioux City, Iowa?

A. Yes.

Q. From Hanley Falls over the Great Northern or the Willmar & Sioux Falls?

A. To Sioux City I go over the Great Northern and S. C. & N.; of course, they are combined.

Q. It is the Willmar & Sioux Falls, isn't it? It is part of the Great Northern system?

A. It is part of the Great Northern system that connects with the S. C. & N. road.

Q. Have you shipped much over that road?

A. Yes, sir.

44 Q. Why do you ship over that road?

A. Well, because we can get there a little quicker than we can on the other road.

Q. How much quicker?

A. In fact, I have never been around this road myself. My brother went around once and he said he didn't want to go again.

Q. How long does it take to ship from Hanley Falls over the Willmar & Sioux Falls road from here?

A. Well, sir, we generally start here at 6.30 and we are due at 8.50 in Sioux City; 8.50—that will be fourteen hours—about that. It is 8.50 in the evening, same day. We start here at 6.30 in the morning.

Q. Why do you ship that way instead of to St. Paul and Minneapolis?

A. Most of the cattle we get here, of course, are stock cattle and go that way, but the fat cattle and hogs mostly go to St. Paul. Of course, with the markets so different—if the markets are better for Sioux City we ship our hogs that way, but that don't happen very often. We have our home market. Hogs are worth just as much in St. Paul as they are in Sioux City. Take cattle that have to be fed before they are fit for beef—the feeders are generally a little better and the stock cattle a great deal better for the reason that stock cattle—the reason they call them stockers, they are these small cattle—thin cattle. The Iowa men buy them and feed them large quantities of corn. They buy these cattle to eat off the cornstalks. It doesn't cost much to winter them. They get their land so they can cultivate it in the spring. They are called stockers. And the next grade heavier are called feeders. They are put in the feed-yard and fed corn. Of course, we can get more for them there because the farmers there have the feed and have their corn-

45 stalks, but here in St. Paul they haven't got the feed nor the cornstalks to feed with. You can get a better price—feed is cheaper and the stockers bring more because they can winter the stockers; they eat off of their coarse feed.

Q. That is the reason why the Sioux City market is valuable?

A. Why, it is because they run from twenty-five to forty cents higher for stockers and feeders in Sioux City than in St. Paul.

Q. Well, tell us how much on an average you would get on a car-load of stock shipped to Sioux City?

A. Twenty-five cents a hundred; that would make a difference of about $100 a car. Figure 20,000 pounds for a car-load at twenty-five cents a hundred. Figure that yourself.

Q. Something about $50. Well, now, how much more shrinkage would there be on a car-load going from here around by the way of Hopkins station to Sioux City than it would from this place to Sioux City, in your judgment?

A. I don't know just how long it would take to go around that way.

Q. Suppose it took from forty-four to forty-six hours to go that way—about three times as long to go that way as it would, I think, from here to Sioux City.

A. There would be quite a shrinkage.
Q. Give us your best judgment on that.
A. Well, I think it would be, maybe, from five to seven hundred pounds more shrinkage on the car going that way.
Q. Would there likely to be more deaths going that distance?
A. Of course, the longer cattle is on the car the more apt they are to get down and get trampled to death.
Q. What in your opinion would be the damage to a car-load by your going around by Hopkins station to Sioux City?
46 A. It will run from twenty-five to forty dollars; somewheres in there; that would be the difference on a car.
Q. Now, then, you have been in business here a number of years but you have never shipped around that way yourself?
A. No, sir.
Q. By Hopkins station?
A. No, sir. My brother——
Q. Where did he ship them from?
A. I think they were shipped from Clarkfield; never shipped from here.
Q. Where you have the preference you always ship on this road?
A. Yes, sir, on the Great Northern.
Q. On the Willmar & Sioux Falls?
A. It is called the Great Northern—Willmar & Sioux Falls division.
Q. Is there anything else you wish to say about this matter—I mean about the stock?
A. I was just up here for you fellows to say.
Q. Have you had any experience yourself in the handling of wood and posts?
A. Yes, sir, we handle wood.
Q. What is the price of wood there?
A. Maple wood is $5.20.
Q. Where do you get your maple wood?
A. From Howard lake, Smith lake, and along on the main line of the Great Northern, and we get some up in by Foley—up in there.
Q. What road is that on?
A. That is on the Great Northern system.

Gen. BECKER: Is that the price it is sold at by the dealers?
WITNESS: Yes, sir, that is what we sell wood at—5.20.
Gen. BECKER: Good body maple wood?
47 WITNESS: We are not making very much at it at that. There are three or four wood dealers here, and our profits are not very high.
Q. Why don't you buy on the St. Louis road?
A. Because we can't get it quite so cheap on the St. Louis road. We had prices on the St. Louis road, and it would make a difference of about thirty-five to forty cents a cord by the time we got it here.
Q. Well, is there a great deal of wood along the St. Louis road?
A. I don't know. I should think that it was pretty well cleared

out—not so much as there used to be. In fact, it is better on the Great Northern road than the St. Louis.

Q. Is there a great deal of wood on the Great Northern road?

A. Yes, there seems to be a good deal of wood there.

Q. What do you pay for your wood on the Great Northern road?

A. Wood at Howard lake costs us $3.25 for maple, and up in by Foley and at Howard lake, that is four-and-a-half rate from Howard lake, and up on the other, on the five-and-a-half rate, its costs us from $2.75 to $2.85.

Q. Do you know the price of wood on the Great Northern road, where it is cut?

A. Well, this here is where it is cut and loaded on the car—what we pay for it.

Q. Just what you have stated?

A. Yes, sir.

Q. Well now, on the other road?

A. Well, I had the prices—they was higher, and so I didn't take care of them at all. There was a man down here—I think it was either Green Isle or Young America—gave me the price-list on wood, but I forget what the prices are. I know it was cheaper on the Great Northern road.

48 Q. And that is why you purchase on that road?

A. Yes. We buy wood where we can buy it the cheapest.

Q. What are posts worth here? In the first place, what are oak posts worth where you buy them?

A. Well, there is a difference in where you get them. They generally charge about four to five cents for oak posts; it depends on the grade of the post.

Q. And what do you sell them here for?

A. We sell them here for eight to ten.

Q. Those are first-class oak posts?

A. Yes, sir; good posts.

Q. What about the cedar posts, what do they cost?

A. We don't handle them.

Q. Tamarack posts; do you handle them?

A. We don't handle any tamarack posts.

Q. Do you handle any other kind of posts except oak posts?

A. We have some wood that some farmers—I don't know what they do with it—we sell it, but the wood—it is eight-foot wood, and tamarack. What they do with it we don't go out to find out.

Q. And sell it—how much a cord?

A. $5 a cord.

Q. This gentleman wants to know how many pieces there are in a cord.

A. It depends on the size of the wood. It runs all the way from seventy-five up to 150, but then when we get 150 some of them are very small pieces. They cut the wood eight feet long and put them in from—well, from ten inches through down to three inches through.

Q. Are there a great many posts in and around this country now?

A. Quite a few.

Q. More than formerly?

A. Yes, I guess there is—more pastures made.

49 Q. On account of more pastures being made?

A. Yes.

Q. More stock-raising?

A. No, sir; it is because they have to pasture now. They used to let the cattle run where they wanted to, but they have to build pastures now for them.

Q. It becomes necessary to use more posts than it did formerly?

A. Yes, sir.

By Mr. BOOTH:

Q. You are in business here in Hanley Falls?

A. Yes, sir.

Q. Are you carrying on business at any other place?

A. No, sir. I have a farm up here, that is all.

Q. But your shipments are from Hanley Falls?

A. Yes, most of them; mostly from Hanley Falls.

Q. Most of your shipments are from Hanley Falls?

A. About three-quarters of my shipments are. My brother and I work together. I have a brother in Granite Falls. We are in company and we ship together.

Q. Do you fill any orders here?

A. I fill orders from here to St. Paul, and he will fill in from Granite to St. Paul. Of course I couldn't tell, but I should say about three-quarters, or more than that, would be from Hanley Falls. I buy some east and west; then we ship from Granite Falls, too.

Q. You start those shipments from Hanley Falls—the cattle to go over the Great Northern to Sioux City?

A. Yes, sir: some at Granite and some here. Sometimes we have part of a load in Granite and have a load in here.

Q. Now, shipments you make from Granite Falls come down on the Great Northern?

A. Yes, sir.

Q. And go right through to Sioux City without changing cars?

A. Yes, sir.

50 Q. And your shipments from here, I suppose, are bought up within a radius of a few miles and driven here and loaded on the cars here?

A. We buy anywhere from fifteen to sixteen miles east and eighteen to twenty west.

Q. Radius of about fifteen miles; drive them here and ship them from here?

A. Yes.

MARTIN E. TEW, sworn and examined as a witness, testified as follows:

By Mr. EDGERTON:

Q. What business are you in?

A. I am editing a paper at Clarkfield.

Q. How long have you edited a paper there at Clarkfield?

A. Two years, nearly.
Q. How far is Clarkfield from Hanley Falls?
A. Twelve miles.
Q. Are you posted upon the number of car-loads of wood that have been shipped into Clarkfield during the last two years?
A. Not the last two years; the last year.
Q. How many car-loads have been shipped in there?
A. Seventy-six cars.
Mr. BOOTH: How did you get the information?
Q. How do you know?
A. I got the information from the agent at the station.
Mr. BOOTH: He told you how many?
WITNESS: Yes, sir.
Mr. BOOTH: It is only a little village, isn't it?
WITNESS: It has about 400 inhabitants.
Q. How many did he say?
A. Seventy-six cars. A car-load averaging ten cords per car—that would be 760.
Q. What kind of wood is it?
51 A. That I don't know, but I presume it is mixed wood—maple and oak and other kinds.
Q. What does wood cost you there a cord—last year?
A. The average for the year I couldn't state, but the present time it is $6.40 a cord.
Q. Do you know anything about posts? Did you answer about that?
A. No, I didn't.

Gen. BECKER: What is the rate on wood from here to Clarkfield?
WITNESS: That I couldn't say.

Q. Do you know the amount of coal?
A. Yes, sir.
Q. How much coal has been shipped in there?
A. Thirty-seven car-loads.
Q. How many tons in a car-load will it average?
A. The average given to me was twenty tons per car-load.
Q. What kind of coal was this?
A. All kinds; hard coal and soft coal.
Q. What does hard coal cost you there a ton?
A. Common stove coal costs $8.50 a ton.
Q. What does soft coal?
A. Soft coal, I think, is $6.50 at the present time. I wouldn't say for certain.
Q. Do you know the price of coal here—same kind of coal?
A. No, I don't.

Judge MILLS: Where is your hard coal shipped from?
WITNESS: That I don't know. We have a gentleman here, though, who can inform you on that subject.

J. F. JACOBSON, sworn and examined as a witness, testified as follows:

By Mr. EDGERTON:

52 Q. You reside at Madison?
A. Yes, sir.
Q. How long have you resided there?
A. I have resided there since 1885.
Q. Madison is on the Wisconsin, Minnesota & Pacific?
A. Yes, sir.
Q. How many miles from Hanley Falls?
A. I think it is 36 miles.
Q. What is and has been the price there lately for good maple wood?
A. $7—$7.50.
Q. Per cord?
A. Yes; $6.80 it was a while.
Q. Now, just show the commission on the map here—give them the distance to the other roads from Madison. Now, how far is it from Madison over to Bellingham on the Great Northern road?
A. It is thirteen miles.
Q. What is the same kind of wood worth over there?
A. It is worth $5.20 and $4.80, and it has varied about twenty to fifty cents since last fall.
Q. Are you familiar, Mr. Jacobson, and have you been for some time, with the price of wood from there up to Bellingham?
A. Yes, sir.
Q. And that is the difference—$2 a cord?
A. No.
Q. About $2?
A. It has been from $1.40 to $2.20. The price varies according to the primary markets on this road or on the Great Northern.
Q. If you could have transfer facilities at this station so as to have access to the primary markets on the Great Northern road would there be any reason why you couldn't get wood just as cheap at Madison as they do at Bellingham?

Mr. BOOTH: I think that is a conclusion that should be drawn by the commission.

53 Q. You could buy it just as cheap at the primary markets as they can there at Bellingham?
A. Yes, sir.
Q. Now, how many cords of wood are shipped into Madison during the year?
A. The principal wood dealer in town was to have been here this morning, but he has been sick for some time and he was unable to come, so he sent me a statement showing——
Q. You know of your own knowledge how much wood is shipped in their yard there?
A. Yes, sir. I know.
Q. State to the commission the number of cords.

A. It has been from 900 to 1,300 cords of wood the last six or seven years.

Q. Per annum?

A. Per annum. This man shows exactly how much he has sold each year.

Q. What are his figures?

A. For 1893, 841 cords and 750 tons of coal; 1894, 492 cords and 692 tons of coal; 1895, 776 cords of wood, 691 tons of coal. I will say in addition to that that we have three other dealers in Madison. Now, I wish to explain in regard to the falling off of the shipments in 1894 as compared with 1893 and 1895. In 1894 the wood supply on this road was very scarce——

Judge MILLS: Which road do you refer to, Mr. Jacobson?

WITNESS: When I speak of this road I mean the Minneapolis & St. Louis—was very scarce, and it was very hard to get any good wood at all, and it is hard to get as good wood on this road as it is on the Great Northern road. They sold their wood in Louisburg and Bellingham from $1.70 to $2.25 per cord less than we could sell it and make any kind of profit in Madison. The cost at the station, freight included, was from $1.70 to $2.25 for 100 during the
54 several months of 1894. So it was impossible—in fact, a good many in Madison would go and haul their own wood from Louisburg and Bellingham (which is twelve or thirteen miles distant from here) and haul it clear across the country instead of buying it at our own town. They are both on the Great Northern.

Q. And that accounts for the falling off of the shipments in 1894?

A. Yes, sir.

Q. Of wood brought into Madison on the St. Louis road?

A. It is equally true of the shipments of 1895. There is more wood used in that country now than there was five years ago because the settlement is larger. We sold more wood in Madison than we do now, because the wood is cheaper on that road, and consequently the supply is largely from the Great Northern road on account of price.

Q. I will ask you this: Does the Great Northern make a lower rate?

A. No, sir.

Q. The rate is the same?

A. The rate is practically the same.

Q. Then it is due to the cost of the primary market, is it?

A. Yes, sir.

Q. And that is the reason you are shut out of the primary market on the Great Northern road?

A. Yes, sir. It is impossible to transfer from one car to the other. It would be impossible to do it at the present time.

Judge MILLS: You would have two local rates to pay?

A. We would have two local rates to pay, whereas if we got a connection we would have one single rate under the new law.

Q. Is there anything about coal that you wish to speak about?

A. If we had transfer facilities here we would be nearer
55 Duluth by, I think, seventy-five miles, than we are by going around Minneapolis and St. Paul, and how much the difference would be, of course, I am unable to say.

Q. That can be figured from the transfer sheets.

A. Yes. Now, as to the rate of wood that is charged on this road, or either road, there has been no complaint that I have heard of from dealers of late years of any excessive charges. I think the charges are reasonable.

Q. What are people here complaining of?

A. We are shut out of the primary market. The wood on this road is almost exhausted.

Q. On the St. Louis?

A. On the St. Louis—is almost exhausted; that is, close to the road.

Q. How is the supply on the other road?

A. The supply on the other road is a great deal better, on the different branches.

Q. For years you think the supply will be abundant, do you, on the other road?

A. Yes, sir. I wish, also, to speak in regard to the posts.

Q. Tell us about the price of posts there at Madison.

A. Oak posts are worth from sixteen to nineteen cents.

Q. The same kind of posts that Mr. Brown said was eight to ten here at Hanley Falls?

A. Yes.

Q. Do you know of any other reason why you are shut out of the Sioux City market on account of stock, and out of the Great Northern market on account of wood and posts, than the fact that you haven't transfer facilities here at Hanley Falls?

A. No, sir.

Q. That is the only reason?

A. That is the only reason. If we could transfer here we would be on an equal footing with the people that are living at
56 those points, except as to the additional freight from here to Madison, of course. I wish to call your attention to the fact that I have made thorough inquiries in regard to the post question, which is now getting to be a serious question, inasmuch as the farmers are going into the stock business and have to do more fencing than they have heretofore, and that item will be a very large one. It is almost impossible to obtain posts on this road, while it is abundant on the other road.

Q. So that on that account, in your judgment, it is necessary to have transfer facilities to do business?

A. I think it is a moral crime for the people of this part of the country that it should be continued any longer. I think the people feel they are entitled to it, and I think both roads ought to concede it even without fight.

Q. Do you know anything about the stock?

A. Very little.

Q. Do you know how many posts have been shipped into your place—Madison?

A. No, sir; but it is a large quantity. The man that had that thing in charge got sick and he was unable to come, consequently I am unable to give you the figures.

Q. I wish you would state any facts you know, in your judgment, with reference to this inquiry as to whether business requires the building of this Y or transfer facilities.

A. Figuring up the number of cords of wood that is used between here and the State line, at Hazel Run, Clarkfield, Boyd, Dawson, and Marietta, I think we can show there is at least 5,000 cords of wood used annually, and there would be a saving to the people along this road (at these different stations) of at least $1.25 to $1.50 for every car-load of wood that is used in that country, and at least ten cents on every oak post used in that country.

57 Q. Ten cents a post?

A. I mean eight cents a post.

Q. How is it about the posts that you get on the Great Northern; are they a better class of posts than on the other?

A. It is almost impossible to obtain them on this road—oak posts—at all, and on the other road they seem to be abundant.

Q. Anything else that you think of you want to state to the commission?

A. I think not.

Q. In your judgment, is it practicable to build a Y there?

A. Yes, sir.

Q. At the intersection of these two roads at Hanley?

A. Yes, sir. If a railroad engineer would go on the stand and say it was impracticable at this point, I think he should be discharged. I don't think any road would require his services any further.

By Mr. TEISBURG:

Q. Do you say that with reference to the right of way they own or simply with reference to the lay of the ground—the boundary lines?

A. I don't know; I am not acquainted here. I know the land can be bought at a reasonable rate and if they wanted to they could soon acquire right and it could be done without any great expense as far as the right of way is concerned.

By Mr. EDGERTON:

Q. If the commission should remove the legal objection in the way of granting this order, are you people here willing to secure the additional right of way upon which to build these transfer facilities?

A. I think if those roads would put the Y in and transfer facilities that that wouldn't be a bar. I think, while the people are not very wealthy up here, we could build that much railroad ourselves, even in these hard times.

58 Q. I didn't speak of the railroad; I simply speak of the right of way. In their answer they have set up that the commission have no right to do this because they haven't the necessary right of way upon which to build this Y?

A. Yes, I have read that. I have got a copy of the answer. If there is no other objection—that is, a technical objection, why the citizens of these different villages will remove it inside of twenty-four hours.

Q. Is there anything further you wish to state to the commission in regard to the necessity for this Y being put in at this place?

A. Not at present, because the other witnesses can speak definitely. I can only say in a general way.

Q. What is the radius from this station here on the St. Louis road to the intersection—crossing of these two roads?

A. It is about forty rods, I should judge. I have walked over the ground three or four times.

Judge MILLS: You mean on the Wisconsin, Minnesota & Pacific?

Mr. EDGERTON: On the Wisconsin, Minnesota & Pacific road and the intersection with that road of the Willmar & Sioux Falls Railway Company.

WITNESS: Yes.

Q. It was about forty rods?

A. Yes; I haven't measured it, but it is about that.

Q. That is your best judgement?

A. Yes.

Q. Now, state anything else you wish to state.

A. From the other depot down on the Great Northern it is a little further.

Q. How far?

A. Well, I walked over the ground—it is about sixty or seventy rods.

59 Q. Sixty or seventy rods from that intersection to the station on the Great Northern?

A. Yes; it may, of course, be further. Of course, I simply judge the distance by looking at it.

Mr. EDGERTON (to Mr. Booth): Have you a plat of the lay of the ground here?

Mr. BOOTH: Yes, sir.

Mr. EDGERTON: Would you be willing to let us see it?

Mr. BOOTH: Certainly.

WITNESS: And it is almost a dead-level ground. The crossing is almost—I was looking at it—it looks almost dead-level.

Q. Right at the crossing?

A. Yes.

Q. Without those transfer facilities, then, you are shut out of the Sioux City market at Madison in regard to stock and out of the primary market on the Great Northern road in regard to wood and posts?

A. Yes, sir.

By Mr. BOOTH:

Q. What business are you in, Mr. Jacobson?

A. Principally farm machinery; dealer in farm machinery and also shipper of grain. I am a partner in one of the elevators or farmers' warehouses there—independent warehouse at Madison—have been for the last eight or nine years.

Q. Not in the railroad business?

A. No, I am not in the railroad business.

—. Nor in the wood and coal business?

A. Not now, to any great extent; only ship very limited quantities.

Q. You spoke something about hauling wood from Bellingham and Louisburg to Madison.

A. Yes, sir.

Q. Where is the primary market for wood for the people of Bellingham and Louisburg?

A. It is on the Great Northern system. It is from Eagle
60 Bend—get some wood clear up on Eagle Bend and along those two or three lines up there. I am not able to give you the stations now.

Q. Where is Eagle Bend?

A. It is on the Great Northern system in Todd county, if I am not mistaken.

Q. Where is the primary market for wood on the Great Northern road that comes to Hanley Falls?

A. It is the same country. They all go through Willmar. They divide on the Louisburg road and go by the way of Benson and then go by the way of Willmar and this way. That would be about the same distance from the primary market as Bellingham, with the exception of about twenty miles. That would be about fifteen or twenty miles further than it would be for the primary market, if we could go by the way of Hanley Falls as they go by the way of Benson.

Q. Is the same primary market for posts as well as for wood?

A. Yes, sir.

Q. Do you know anything about the supply of wood and posts in that primary market except what you have been told?

A. Well, I have been all through that country, and the supply is very large. In fact, there are dealers that find it very difficult in that country to dispose of their wood at any price, and they are as much interested in our market—to find a market for their wood—as we are in finding a place to buy our wood.

Q. Where is that?

A. That is through Todd county and Washington county and Stearns county and these other counties through which these lines intersect.

Q. In regard to the stock—are you acquainted with the stock business?

A. Very little, sir. I know one of our dealers that has had
61 the same experience that has been related on the stand by Christopherson on the number of car-loads shipped at our

place, for the reason that the shipping is very poor in comparison with the stock yard at Dawson, so the number of cars from our place is not as great as it is from Dawson.

Q. Your information is derived largely from the dealers?

A. Yes, sir; so far as the stock is concerned, entirely.

Q. And so far as wood is concerned?

A. No, the price of wood is not derived from the dealers at all, but from actual buying myself.

Q. Buying as a consumer, I suppose, not as a dealer.

A. No.

HENRY ISAACSON, sworn and examined as a witness, testified as follows:

By Mr. EDGERTON:

Q. Where do you reside?

A. Hazel Run.

Q. What road is that on?

A. Minneapolis & St. Louis.

Q. How far from Dawson is that? How far from this place?

A. Six miles.

Q. Which way?

A. West.

Q. Now, what business are you in there?

A. Been in the general merchandise business.

Q. How long have you been in there?

A. Nine years.

Q. Do you know anything about the quantity of wood that has been shipped in there?

A. Not a great deal. I have been handling wood this winter—handled some in 1891.

Q. Well, tell us, as near as you can, how much has been shipped in there.

62 A. In 1891 there was fourteen or fifteen cars sold right along. I don't know just how much has been handled, though, winters before that. This winter I handled twenty-seven cars.

Q. Haven't any timber growing there; have it either hauled in or shipped in?

A. Yes.

Q. Why is it there is so little wood in there now?

A. Because we can't compete with them on the Great Northern here.

Q. What is the difference in price?

A. Well, twenty-five, thirty-five and forty cents a cord. At present we can't get any wood on this road—not unless we sell it for $6.75.

Q. What is the nearest station on the other road to you?

A. Granite Falls.

Q. How far is Granite Falls from where you live?

A. Twelve miles.

Q. What have you paid for wood there?
A. I have been getting it down at Waconia for $3.75.
Q. What road is that on?
A. On this road.
Q. You paid $3.75 there. What have the charges been for shipping it up there?
A. I don't remember now what the last freight was.

Gen. BECKER: There has been no change, I suppose, in the rate?
WITNESS: I think I have a freight bill with me. My brother has been paying the freight and I haven't paid much attention to it. Rate $4.25. On ten cars it amounted to $14.60. We got a little special rate on it which helped us out a little.
Judge MILLS: Where is it shipped from and to?
Mr. EDGERTON: From Waconia.
Judge MILLS: Is there a special rate on that?

Q. What is the difference between the regular rate and that?
A. I don't just recollect now.
63 Q. Can you afford to pay the regular rates—the price you have to pay at Waconia—the regular rates, and ship it in there?
A. No, sir, because we have to come here and get it; here or at Granite.
Q. Can't compete with them?
A. No.
Q. Any posts been shipped in there?
A. No posts shipped in; can't get ahold of any; they are getting them here cheaper.

By Gen. BECKER:

Q. How much was the rate on the ten cars of wood?
A. $14.60.
Q. Isn't that the regular rate?
A. No, I think that is a special rate we got on it.
Q. Are those rates what they give other people?
A. I don't know exactly. My brother was attending to it, so I didn't have much to do with it. I don't just know what it was. That is what I understood from him.
Q. What did you sell that wood for?
A. I sold it for $5.60, most of it.

By Mr. EDGERTON:

Q. That is forty cents a cord more than it is sold for in Hanley Falls?
A. Yes.

Gen. BECKER: Sell wood at $5.20?
WITNESS: Yes. They claim it is not as good on this road.
Mr. BOOTH: Which isn't so good?
WITNESS: The Minneapolis & St. Louis isn't as good. They haul from Hazel Run right along. They claim they get better wood there. We can't get good wood on this road.

Q. How far do they haul wood?
A. About three miles right through our town.
Q. Is this wood that is shipped into this place shipped
64 over the Great Northern system?
A. Yes, sir.

By Mr. BOOTH:

Q. You are in the wood business there, are you?
A. Yes, sir; I have been this winter.
Q. What proportion of wood that is used in Hazel Run comes in on the Minneapolis & St. Louis and what proportion is brought from Hanley Falls?
A. The biggest part of it from here.
Mr. EDGERTON: Hauled by teams?
WITNESS: Yes.
Q. You compete with the wood that comes up from Hanley Falls, do you?
A. We can't.
Q. Don't you sell any?
A. We sell a little.
Q. That which you do sell you sell in competition with the wood here at Hanley Falls?
A. No, sir, you can't do it—be money out.
Q. Do you mean on the wood you sell?
A. Yes, sir, to compete with them here.
Q. I didn't understand that you lost anything on that ten cords which you sold there?
A. No, I didn't lose on that.
Q. You don't mean to say that you carry on the wood business and lose money right along on it?
A. Well, no. If I should sell at the same price here I would be money out.
Q. You wouldn't expect to sell it at the same price here, would you?
A. No, we get it in on the other road. At present I can't get any wood on this road.
Q. Don't you get wood still on this road?
A. I do, but I can't now, any amount of wood.
Q. Is all the wood that is being used in Hazel Run now being brought from Hanley Falls?
A. Mostly, and Granite Falls.
65 Gen. BECKER: Why can't you get it on this road?
WITNESS: They say they haven't got any.
Q. Did you hear the statement made by Mr. Jacobson in regard to the amount of wood that was used at his point?
A. A little, yes.
Q. Did you hear where he said that wood came from?
A. I don't just recollect. I ain't acquainted where they get the wood from.
Mr. EDGERTON: You stated to the commission that you had to sell for forty cents more a cord than they sold it here.

WITNESS: Yes, sir; around that.

Q. Is it your opinion that if a Y was put in here at Hanley Falls that all wood used west of here would come by the Great Northern road?

A. I think it would.

Q. So there wouldn't be any wood trade on the Minneapolis & St. Louis or the Wisconsin, Minnesota & Pacific west of Hanley Falls?

A. Hardly.

Mr. EDGERTON: Is that because they haven't got good wood?

WITNESS: Yes, sir.

F. A. BELTZ, sworn and examined as a witness, testified as follows:

By Mr. EDGERTON:

Q. Where do you reside?

A. Boyd, Minnesota.

Q. On the St. Louis road?

A. Yes, sir.

Q. This Wisconsin, Minnesota & Pacific road?

A. Yes.

Q. How far from this station?

A. About eighteen miles.

Q. Which way?

A. West.

66 Q. This side or on the other side of Clarkfield?

A. The other side.

Q. West of Clarkfield?

A. West of Clarkfield.

Q. Is it the next station west of Clarkfield?

A. Yes.

Q. What business are you in?

A. I am in the general mercantile business.

Q. Now, tell us, if you know, about how many cars of wood are shipped into that town.

A. I don't know positively how many cars there is, but I should think there was about between six and seven hundred cars a year.

Q. Do you have to depend entirely for fuel on what is shipped in there from outside?

A. Yes, sir.

Q. Have no timber or coal around there?

A. No timber, no, sir.

Q. Now, about the posts. Are there a great many posts shipped in there?

A. There is about three or four car-loads a year, I suppose.

Q. You have to fence here in this country now, don't you?

A. We do, yes, sir.

Q. The law requires you to fence your stock?

A. I suppose it does, yes.

Q. Now, tell us what the price of good oak posts is there at Boyd.

A. It costs about eighteen cents to lay them down.

—. Other kind of posts, say cedar posts, ship in any of that kind?

A. I used to handle posts—used to be in the timber business, and we sold cedar posts all the way from ten to fifteen cents.

Q. Now, what does wood cost a cord there?

A. I think they are selling it now at—hard maple at $6.40.

Q. For hard maple?

A. Yes.

Q. Mixed wood—do you know what the price is?

A. I couldn't say anything about that.

67 Q. Is there anything further upon this question that you wish to speak about to the commission?

A. No, I don't think there is.

By Mr. BOOTH:

Q. Where does that wood come from that you get at Boyd?

A. I think they get the most of it at Green Isle and Waconia.

Q. On the line of the Minneapolis & St. Louis?

A. Yes, sir.

By Mr. EDGERTON:

Q. Do you know anything about the quality of wood that is shipped into this country on the other road—the Great Northern?

A. No, I do not.

Q. You don't know whether there is any difference?

A. I don't know anything about that. I have heard them say it is a good deal better wood on the other road.

Q. And still for the wood on this road you have had to pay at this station $6.40 a cord?

A. Yes.

Col. LIGGETT: Do you find it any difficulty to purchase wood on this road?

WITNESS: They claim it is hard to get wood; and they claim they can't get any good wood.

Mr. EDGERTON: I would like to know if it is more difficult to get good wood on this road now than it was two or three or four years ago.

WITNESS: I should think it would be.

Mr. BOOTH: Do you know anything about it?

WITNESS: All I know about it is that timber must be getting scarcer down on this line.

Mr. BOOTH: That is your general impression?

WITNESS: Yes.

Mr. BOOTH: You don't know anything about it personally?

No answer.

68 MARTIN E. TEW, recalled, testified as follows:

By Mr. EDGERTON:

Q. Are you the editor?

A. Yes.

Q. Have you made inquiries with reference to wood—whether wood could be purchased up at Waconia along the St. Louis road, in that neighborhood?

A. Yes, sir.

Q. Upon your investigation what did you find in reference to your ability to purchase wood there?

A. I found from conversation with wood dealers there that they are unable to get wood at prices anywhere near what they are on the Great Northern road.

—. What is that? On account of the scarcity of the wood?

A. On account of the scarcity of the wood on this line of road as compared with wood on the Great Northern line.

Q. Now, the fact that you have to pay more for wood on this line of road—the St. Louis road and the Wisconsin, Minnesota & Pacific—does that prevent you competing with stations like Cottonwood and other stations on the Great Northern road?

A. Yes, sir. I would say that so far as competition with Cottonwood, Granite Falls and Hanley Falls is concerned, we can't compete with them. People living three or four miles south of us, going eighteen miles, we lose all that trade; not only wood trade but merchandise. People go to Cottonwood to buy wood in the fall, and not only buy wood, but also buy merchandise. People living south of us and west of us go to Granite Falls. People living east of us go to Hanley Falls.

By Mr. BOOTH:

Q. So that your town gets its supply from other sources?

69 A. I wouldn't say that people in town go to Cottonwood or Granite Falls or Hanley Falls to buy their wood. People living in town buy their wood at home, but farmers living as near to Clarkfield as four miles go to Cottonwood, Granite Falls and Hanley Falls to buy their wood.

Q. Travel what distance to get their wood?

A. About 12 miles.

Q. Travel eight miles further than it would be from their homes to your station, Clarkfield?

A. Yes, sir. And, of course, farmers living just two miles go to Cottonwood to buy their fuel. They travel ten miles instead of two miles to get their fuel.

Q. Do you know anything about the price of wood?

A. Wood at Hanley Falls has been sold for $5.20 a cord.

Q. I mean these outside places where they go?

A. Cottonwood?

Q. Yes.

A. I think the price is about the same as it is there, being on the

same road as this. I know, however, it is much cheaper than at Clarkfield.

Q. How much at your place?

A. I think the price is about the same as here. There is very little difference, if any.

Mr. EDGERTON: Tell the commission your investigation in reference to posts.

WITNESS: From inquiries from merchants and wood dealers and others there at Clarkfield, I learned that the post trade is very slim. First, owing to the fact that we can't get posts of good quality on this line of railroad, and, furthermore, because we can't compete with prices at those towns I have mentioned before. I have been told that one or two of our business men couldn't get posts here at Hanley Falls unless they hauled them by team to Clarkfield, so as to be able to sell. And farmers who are now going into the
70 stock business, to a large extent. A Y at this place would largely benefit not only the stock business, but it would attract farmers who buy posts and other things.

S. CHRISTOPHERSON, recalled, testified as follows:

By Mr. EDGERTON:

Q. You have made inquiries about the purchase of maple wood at Waconia and other stations, have you not?

A. I have been in the habit of doing the correspondence for one of our wood dealers for the last two or three years, and I have seen letters from wood dealers at Waconia and also at Green Isle, on this road, saying they couldn't furnish him with maple wood.

Q. When you say this road you mean the Wisconsin, Minnesota & Pacific?

A. Yes. They sent him mixed wood, such as birch and oak, to fill his order for maple.

Q. What reason did they give that they couldn't furnish the maple wood?

A. That it was not in the market—couldn't buy it. I have written letters for him on the other road—on the main line of the Minneapolis & St. Louis—for maple wood to fill his order that couldn't be filled on the line between here and Minneapolis.

Q. I will ask you if Waconia has been the best market on the Wisconsin, Minnesota & Pacific for maple wood.

A. This party I am speaking of is getting nearly all of his wood from Green Isle or Young America, but Waconia is the principal place where he has got his wood.

71 W. B. THOMASON, sworn and examined as a witness, testified as follows:

By Mr. EDGERTON:

Q. You are in the lumber business at Clarkfield?

A. Yes, sir.

Q. How long have you been in the business?
A. Five months at Clarkfield.
Q. You have lived in this part of the country for some time?
A. No, sir; Minneapolis.
Q. You have lived in the State for quite a while?
A. Yes, sir.
Q. How long have you been in the lumber business?
A. Altogether, about four years.
Q. What can you tell us about the price of posts there at Clarkfield?
A. My experience is very limited, but I can state the price I bought a car-load of posts for when I bought out C. A. Smith at Clarkfield on the 1st day of October. There was about a car-load of posts on hand. I bought everything at cost price at Clarkfield. The four-inch posts—which is the post generally used—cedar is all I have—cost me, at wholesale price, ten cents.
Q. What is the price of the same posts here at Hanley Falls?
A. One of our residents at Clarkfield last year bought a cord of posts, eight feet long—I will state that the cedar posts handled at Clarkfield are six and a half feet—bought a cord of posts at Hanley Falls and hauled them for $5. That is an average of 100 posts. These posts are tamarack, cedar and oak mixed. Another resident of Clarkfield contemplates—and is present to-day—contemplates hauling his posts from here this year—Mr. Munson, who has already testified. The posts cost me $6.50; cedar posts cost me twice as much in Clarkfield as it does here.
72 Q. Was that the wholesale price that you paid?
A. Yes, sir.
Q. And you came here and bought it of a retail dealer for five cents?
A. Yes; on an average of about 100 posts.
Q. Those that you bought and paid ten cents—what did you retail them at at Clarkfield?
A. Twelve cents.
Q. So that there is a difference of seven cents?
A. Yes, sir.
Q. On a post?
A. Yes.

(By Gen. BECKER:)

Q. Is that the regular price for cedar posts here—five cents?
A. For cedar, entirely; it is tamarack, cedar and oak mixed.

(By Gen. BECKER:)

Q. Can you give me the price?
A. No, sir; I simply have the one case to speak of. I haven't been here long enough to say as to the general trade. I know what it cost me, and I know I can't compete, because Mr. Munson is going to haul from Hanley Falls; and I can't compete. I can't do it and sell them to Mr. Munson or any one else and make anything on it; that is, pay for the drayage; and these men that haul them

have their own teams; the drayage is certainly a good deal more than the freight on the posts from here to Clarkfield, if we could transfer them.

Q. So you are driven out of that business unless you can get transfer facilities here?

A. Yes.

Q. So it is absolutely necessary, if you carry on this business, that there should be transfer facilities put in here at this crossing?

A. Yes, sir; as I believe.

By Mr. BOOTH:

73 Q. Would it be possible for you, at the present time, Mr. Thomason, to put down a car-load of posts at Clarkfield for less than ten cents apiece?

A. If we could transfer them; yes, sir.

Q. No; under the present condition.

A. No, sir; I think not. Not for the posts they can haul from here.

Q. What is the freight on posts from here there?

A. I can't tell you that.

Q. You don't know then, whether you could put on a car-load of posts for less than you actually gave for your posts last fall or not?

A. If they can sell them for five cents apiece here, the freight isn't five cents here to Clarkfield, it stands to reason that I could, though I can't give any figures.

Q. So that your purchase of posts at ten cents was rather more than you could put the same post in for today?

A. Not on the same road; no, sir.

Q. You say you can buy them here for five cents and it doesn't cost five cents to get them up there?

A. I will take that back. I could get them for less than five cents, but at the same time a man to compete with the Hanley trade would have to pay a local freight from Hanley to Clarkfield.

Q. Your illustration was an extreme illustration at present prices?

A. No, I think not, under the circumstances. I am buying by car-load lot, shipped on the St. Louis road, and pay ten cents a post for my posts—for four-inch posts—and the posts, I am giving you to understand, are from four to twelve inches through, and they are sold by the cord. If I can buy the cedar posts, shipped on the St. Louis or Great Northern, in Hanley, and then have to pay the local freight, it would be largely greater, for the distance run, than it would be from Minneapolis here.

74 Q. Oh, yes, of course, but would it be possible to buy there and sell for less than ten cents?

A. I think it would, but not enough greater to warrant my competing with the trade.

By Mr. JACOBSON:

Q. There wouldn't be anything in it for you, would there?

A. No, sir.

Q. If you should buy this eight-foot wood up on this road and ship to Hanley Falls, taking it out of one car at one of their yards, and taking it over there by team and loading it onto this road, doing it yourself, or hiring it done, wouldn't that about make the difference that you have spoken of?

A. I can't answer as to figures. I don't want to say positively, that I can't get them for less than ten cents (if I may take the other statement back) but I will say positively that I couldn't get them at a figure so as to sell them at the same price they can be sold at in Hanley Falls, and make a cent. That is simply what I am looking for—the almighty dollar, not love.

Q. You are looking to sell them at the same price as here?

A. And deducting the extra freight.

By Col. LIGGETT:

Q. You don't know what these $5 posts cost the dealers here?

A. No, sir.

Q. You are in the lumber business?

A. Yes, sir.

Q. What is your experience competing with the lumber trade in Hanley Falls?

A. I think that there is no difference on that, seeing that both come direct from Minneapolis on either road, I don't think the freight rates make any material difference. I don't think the coal and lumber business can be cited as a comparative case. It is simply where they have to transfer from one road to the other.

75 Q. This difference in price; does it extend to coal as well as wood?

A. Not on the freight from Duluth, I believe.

Q. You don't think a Y would help the trade here?

A. No, not as to coal.

Q. Nor the lumber?

A. No, sir.

Q. The reason of that is, in your opinion, that the primary market is the same in each case?

A. Yes, sir.

Mr. JACOBSON: We are not making a point on the coal question because our experience is this: Wherever the primary market is the same, why, we have nothing to say, because the roads then in self-defense have got to compete with one another.

Col. LIGGETT: You make no question about the reasonableness of the freight charge?

Mr. JACOBSON: There is no question about that. If the same joint rate was established between the two roads I don't — there would be any complaint as to rates. Anybody who has investigated them would call them reasonable.

Col. LIGGETT: You would be equally served?
Mr. JACOBSON: Yes.

J. F. JACOBSON, recalled, testified as follows:

By Gen. BECKER:

Q. To make this complete you would have what they call a joint freight rate?
A. Yes.
Q. Suppose the Y was in?
A. Yes.
Q. Your remedy would not be satisfactory without a joint freight rate?
A. No, sir.
Q. What do you understand by a joint freight rate?
A. A reasonable rate.
76 Q. You say the rates are reasonable now?
A. Yes.
Q. What is a through joint rate?
A. It would be the same as one road.
Q. What is that?
A. Two hundred miles distance; 100 miles on one road and 100 miles on the other road, would amount to the same as 200 miles on the same system. We not only pray for a railroad connection (a Y) but we also pray for a through joint rate and a reasonable rate. We don't ask anything unreasonable.
Q. Your idea is that the transfer should be made without any cost to freight?
A. I am not prepared to state that that would be true, but I think it should. If it was not true and if that is not reasonable the commission has a right to make that a reasonable rate under the law.
Q. I am simply asking for information.
A. That is my understanding of it. I have given this question a good deal of thought. We are not asking for an unreasonable joint rate. If we could get that rate we will be satisfied. The difference would be so small we could easily stand the difference. It would $1 a car—it may be fifteen cents a cord; we would call that a good deal of relief from the present situation.

Col. WILLIAM CROOKS, sworn and examined as a witness, testified as follows:

Examined by Mr. EDGERTON:

Q. Colonel, you are familiar with that plat there?
A. Yes; that is the plat showing the two roads.

Map marked Exhibit B offered and received in evidence.

77 Q. Have you made an investigation to see how much of this land at the crossing was owned by the different railroads?

A. This plat shows the right of way of these two railroads at this point at Hanley, as far as it goes.

Q. Do you know what land is owned by the different railroad companies there at the crossing?

A. Yes. This land which is shown inside of the red lines here are the depot grounds, the station grounds and the right of way of the W. M. & P.—the Wisconsin, Minnesota & Pacific.

Q. That is all owned by them?

A. Yes, inside of the red lines.

Q. Who owns this land here?

A. I don't know. I think it belongs to the Townsite Company. I am so informed, but to my knowledge I don't know.

Q. That is the land outside of the red line?

A. Outside of the right of way line. The red line shows the right of way and depot grounds of the Wisconsin, Minnesota & Pacific. The yellow line shows the depot grounds and the right of way of the Great Northern road or Willmar & Sioux Falls.

Q. Now, Colonel, in order to put in a Y there, would it be necessary to have any more land than by that plat appears to belong to the two different roads?

A. Yes.

Q. How much?

A. Well, that would depend entirely on what kind of a Y you would put in there. Now, working a single Y here wouldn't be a good thing. It isn't a good thing anyway. We generally like to use two Y's so we can get in on either side. But as a last resort, a single connection could be put in and made to work, but not advantageously.

Q. Couldn't that be put in on the land of either com-

78 pany?

A. No, not entirely; partially on the land of each company; partially on land not owned by either.

Q. What would be the expense of securing sufficient land to put in a single Y and a double Y?

A. I couldn't answer that question.

Q. You know about how much additional land you would need, don't you? Only get enough room for a track.

A. In a tract fifteen feet wide would give them trackage for a single track. That is to say, if they should crowd it with a ten-degree curve. If they should use a sixty-degree curve it would take a good deal more land than it would take at a ten-degree curve. That would be a question, to make it do that. You could do it approximately on a map of this kind, although the map doesn't run far enough that way to get in a sixty-degree.

Q. What is the angle of intersection?

A. It would be eighty degrees.

Judge MILLS: How long a strip would you need, Colonel?

WITNESS: I calculate that a ten-degree curve put in and connecting track would require about 1,100 feet.

Col. LIGGETT: The whold length of the Y?

WITNESS: Yes. And I should judge, approximately that would be outside of the right of way four or five hundred feet. Now, this I am not giving you as exact figures.

Col. LIGGETT: What would a six-degree curve?

WITNESS: A six-degree curve would throw it very much further into the map. It wouldn't take very much more land of the right of way of either company, but it would take much more land
79 from private parties outside. Instead of getting about 1,100 feet you would get nearly 2,000 feet—between 1,900 and 2,000 feet, total length of track, as against, probably, ten or eleven hundred feet with a ten-degree curve.

Col. LIGGETT: For the business that would be likely to be done here, for the transfer of single cars at a time, would a ten-degree curve answer the purpose?

WITNESS: Perfectly well, sir, but it is not the way to do business.

Col. LIGGETT: Not the way you would like to do it?

WITNESS: No.

Mr. BOOTH: How would it be in regard to the operation in switching? Is it cheaper with a single or double Y?

WITNESS: Double Y, of course. You are not going over your ground twice, that is all. I don't know what the volume of business would be there. Of course that would be an important factor in determining what would be necessary in order to do the business in a fairly economical manner.

Mr. EDGERTON: I would like to know what the additional expense would be in transferring a car from your road to the other road, or from the other road to your road.

Gen. BECKER: Suppose the Y was in?

WITNESS: I don't know, sir.

Gen. BECKER: You don't know what a reasonable charge would be for that—what they call switching charges.

WITNESS: Probably $1 a car; perhaps more. It is not the easiest place in the world to make this kind of a transfer. The only track that can be handled easily is the one that would be in here. That would run into the bottom or river.

80 By Mr. EDGERTON:

Q. When you speak about putting one in there, do you refer to a single Y?

A. Yes.

Q. What, in your judgment, would be the expense of putting in a single Y in that angle?

A. What would it cost?

Q. Yes.

A. I think it would cost probably about $1,500.

Q. Do you mean in addition to the land you would have to purchase?

A. Yes. I am talking about the track now.

Q. Have you examined the ground yourself?

A. Oh, I know it.

Q. You are thoroughly acquainted with the topography of that?

A. Yes, That is why I say that this is the practical way to do it, if it is done at all.

Mr. BOOTH: When you said you thought that 400 feet would be the amount required outside of the respective right of ways of the different companies, that was for the single Y?

WITNESS: Entirely.

Q. In case a double Y should be put in how much additional would that require?

A. A very great addition. It all depends on the degree of curvature you use in regard to putting in these Y's. As I said before, with a ten-degree curve you would be getting in a great deal easier, and, of course, with much less land. The amount of land taken from either right of way wouldn't be much.

Q. In case of a double Y how much should you think would be required outside of the right of ways?

Mr. JACOBSON: We don't care anything about a double Y. We don't ask for it.

81 Mr. BOOTH: But Col. Crooks said it was a great deal cheaper to operate a double Y than it is a single Y.

Mr. JACOBSON: If you want to put in a double Y you can. If we get a single Y, and you want to put in a double Y, we will consent to it.

Mr. BOOTH: It may be a question who is going to pay for it. I simply want to know how much land would be required for the other Y in case of a double Y—outside of the right of ways. How many hundred feet outside of the right of way should you think?

WITNESS: To put in the other one would be very difficult. You would have to compound to get away from the bridge. Their bridge is too long for us to get in a practical curve. Now you have to compound to get out of that, and that would throw you a great deal further west than you could by getting in the single one. You see we have got a bridge right west of us here and they have got a bridge right north of us. Our bridge is further off than theirs, a great deal. So far as our bridge is concerned, I think we can get out of the way. We can't carry the Y across the bridge—it wouldn't be good sense to do it. I think it will be very difficult. Then again, if you take the corresponding angle of eighty degrees on this side, we should have to come in here to the passing track and put in a cross-over to get into the main track, which is unsafe and undesirable. Another thing, you would get in the ravine, bringing it down to the river here and it would be expensive in that case, because you would have to provide for the natural drainage. That would have to be done by proper culverts, either piping or otherwise, to get in there. Those are the objections to it so far as that is concerned. It can be practical, of course, but the

82 expenditure of money, but I think it is going to be expensive. The unexpensive one will be the single Y.

Mr. BOOTH: In other words, the cheaper one to operate would be the most expensive in the beginning?

WITNESS: I think it would.

Before the Railroad and Warehouse Commission of the State of Minnesota.

JACOB F. JACOBSON, Complainant,
vs.
THE WISCONSIN, MINNESOTA & PACIFIC RAILROAD COMPANY and The Willmar & Sioux Falls Railway Company, Defendants.

Order of Railroad and Warehouse Commission.

The complaint of John F. Jacobson came on to be heard before the railroad and warehouse commission of the State of Minnesota on Tuesday, February 18th, 1896, at Hanley Falls, Minn., all of the members of said board being present.

83 The Wisconsin, Minnesota and Pacific Railroad Company and the Willmar & Sioux Falls Railway Company, each appeared by their attorney, W. F. Booth. George B. Edgerton appeared for the complainant, John F. Jacobson.

The following named witnesses were sworn and examined as witnesses in support of the allegations of the complaint of the said John F. Jacobson:

S. Christopherson, Hanley Munson, Charles Brown, Martin E. Tew, John F. Jacobson, Henry Isaacson, F. A. Beltz, W. B. Thomason and William Crooks. All of said witnesses having been called on part of complainant, the defendants offering no evidence.

After hearing the testimony of said witnesses we find the following facts to be admitted or proven:

That the lines of the two defendant railroad corporations intersect at Hanley Falls in the State of Minnesota; that the Wisconsin, Minnesota and Pacific Railroad Company is now, and for a long time prior to the filing of the complaint herein, has been operated in connection with a line of railway extending to the cities of St. Paul, Minneapolis and Duluth in the State of Minnesota, and to the various markets and business centers in adjoining States.

That the Willmar & Sioux Falls Railway Company is likewise operated in connection with a line of railway extending to St. Paul, Minneapolis and Duluth in the State of Minnesota, and to Sioux City, Iowa, and various markets and business centers in adjoining States.

That the complainant John F. Jacobson is a citizen and resident of the county of Lac Qui Parle and State of Minnesota, and is now, and for a long time past, has been engaged in the busi-

84 ness of shipping grain, wood and other commodities on and over the lines of the Wisconsin, Minnesota and Pacific Railroad Company, in the State of Minnesota; that the said Wisconsin, Minnesota and Pacific Railroad Company is a corporation duly organized, created and existing under the laws of the State of Minnesota, and has been for several years past; that said line of railroad extends, with its connecting lines and under the same management, from the city of Minneapolis, through the counties of

Carver, Sibley, Renville, Madison and Lac Qui Parle to the city of Watertown in the State of South Dakota; that the Willmar and Sioux Falls Railway Company is a corporation duly organized and existing under the laws of the State of Minnesota, and operates lines of railway, one line of which extends from the city of Willmar, in the county of Kandiyohi, through the counties of Yellow Medicine, Lyon, Pipestone and Rock in the State of Minnesota, to the line of the State of South Dakota, thence southerly to Sioux City, Iowa, and the main line of said last-named company connects at said city of Willmar with what is known as the Great Northern system of railways, operated by the Great Northern Railway Company, which said system operates lines extending from the city of St. Paul via the city of Crookston to St. Vincent, in said last-named State, and via the city of Breckenridge to the city of Fargo, in the State of North Dakota, and from the city of Fargo to the city of Grand Forks, in said last-named State, and via said city of Crookston to the city of Everett in the State of Washington, from which last-named city the said Great Northern system has and enjoys traffic connection with the lines of other railway companies, whereby it is enabled to haul its freight and passenger trains
85 to points situate upon the Pacific coast; that said Great Northern Railway Company has traffic connections with the Eastern Railway Company in said State of Minnesota, which last-named company has a line extending from the city of Hinckley therein to the cities of Duluth and Superior, situated respectively at the head of Lake Superior.

That at the station known as Hanley Falls in said county of Yellow Medicine, the tracks of the lines of the said Willmar & Sioux Falls Railway Company and of the said Wisconsin, Minnesota and Pacific Railroad Company, respectively cross and intersect each other at a grade and in such manner as to make it practicable to provide thereat ample facilities by track connections for the transfer from one of the last-named tracks to the other thereof, any and all cars of whatsoever name and character used in the regular business of the said two last-named companies, or either thereof.

That no facilities whatever have been provided by either of said last-named companies at or near said station of Hanley Falls, nor do any now exist thereat, whereby cars of any description can be transferred from one to the other of said lines.

That the farmers along the line of the Wisconsin, Minnesota and Pacific Railroad Company raise now, and have been raising, a great many stock cattle; that is to say, cattle that are ready to be fed and fatte-d for market; that the natural markets for such cattle are St. Paul and Minneapolis, Minnesota, and Sioux City, Iowa; that in some seasons the market for stock *it* better at one point than the other, on account of the supply of feed being more plentiful and cheaper at one point than the other, and such stock
86 can be sold at the best advantage in the market having the largest and cheapest supply of feed.

That in order to ship from stations on the line of the Wisconsin,

Minnesota and Pacific railroad to Sioux City, Iowa, there being now no transfer facilities at Hanley Falls, it is necessary, and has been for a long time past, to ship cattle to Hopkins station, within a few miles of Minneapolis, and there transfer to the Chicago, St. Paul, Minneapolis and Omaha Railroad Company, for transportation to said Sioux City; that the distance from Hanley Falls via the Wisconsin, Minnesota and Pacific railroad and its connections to Sioux City, Iowa, is 380 miles, and the distance from said Hanley to said Sioux City, Iowa, via the Willmar and Sioux Falls Railway Company, and its connections, is 181 miles, and that in shipment of stock over the longer line they are kept much longer on the road than they would be if they could be transferred at Hanley Falls and shipped over the shorter line which would be established if transfer facilities were provided at that point, and that stock shipped by the longer route lose considerable more by shrinkage than they would could they be shipped by the shorter line, and by the establishment of transfer facilities at Hanley Falls, between Wisconsin, Minnesota and Pacific Railroad Company and said Willmar and Sioux Falls Railway Company; the shippers and cattle-raisers residing along the line of the said Wisconsin, Minnesota and Pacific Railroad Company west of Hanley Falls would have the advantage of two markets for said stock.

We also find that in addition to the freight charges on both roads, the expense of transferring the cattle from one road to the
87 other by unloading and reloading the same, would be so great as to make it impracticable and impossible to ship cattle in that way so as to make any profit in buying and shipping the same.

We also find that at the stations of Dawson and Clarkfield, Madison and Boyd and other stations on the Wisconsin, Minnesota and Pacific Railroad Company all wood and posts have to be shipped from a distance; that thousands of cords of wood are consumed in said towns annually; that the evidence shows that there is a larger supply of wood along the line of the Great Northern system, of which said Willmar and Sioux Falls railway is a part, than there is along the line of the Wisconsin, Minnesota and Pacific railroad, and its connections, and wood is cheaper on the line of said Great Northern system, of which the Willmar and Sioux Falls is a part, than on the line of the other system, of which the Wisconsin, Minnesota and Pacific Railroad Company is a part, and if proper transfer facilities existed at Hanley Falls, it could be obtained and in larger quantities and at less expense than it now costs.

And we find that on account of there being no transfer facilities at said station of Hanley Falls, people living on one line of road are practically excluded from the markets of the other line of road on account of the extra expense and inconvenience of transferring goods, wares, merchandise and cattle by unloading and reloading.

We also find that the following is a proper, feasible and practicable location of curve for track connections between the main tracks of said railroad companies:

From a point in the center line of the main track of the Wisconsin,

Minnesota and Pacific Railway Company, 479 feet westerly
88 from the point of intersection of the main tracks of said railroads with foresight on point of intersection of said tracks, run a curve 573.7 feet radius to the right for 778.6 feet, ending at a point in the center line of the main track of the Willmar and Sioux Falls Railway Company, 463.3 feet southerly from said point of intersection.

We, therefore, find as conclusions of law from the foregoing facts, that it is both practicable and necessary for the interest of traffic, and the reasonable and proper accommodation of the citizens of this State using and employing the lines of the said defendant corporations as a means of travel and the transportation of produce, coal and merchandise, that ample facilities by track connections for the transfer of any and all cars used in the regular business of the respective lines of the said two defendant companies, *to* be provided at said station of Hanley Falls, and that a commercial necessity exists therefor.

It is therefore ordered, that the Wisconsin, Minnesota and Pacific Railroad Company and the Willmar and Sioux Falls Railway Company, on or before August 1st, 1896, furnish ample facilities by track connection between the tracks of said roads, where the same intersect each other at or near the station of Hanley Falls in Yellow Medicine county in this State, by the construction of a track of the same g*uag*e of the tracks of said companies, commencing at a point in the center line of the main track of the Wisconsin, Minnesota and Pacific Railroad Company, 479 feet westerly from the point of intersection of said tracks of said railroads, with foresight on point of intersection of said tracks, run a curve 573.7 feet radius to the right for 778.6 feet ending at a point in the center line of the main track of the Willmar and Sioux Falls Railway Company
89 463.3 feet southerly from said point of intersection, and furnish the same with the necessary and proper switches at each end to transfer cars from one road to the other.

Dated June 19th, 1896.

By the commission:

[SEAL.] A. K. TEISBERG, *Secretary.*

Before the Railroad and Warehouse Commission of the State of Minnesota.

JACOB F. JACOBSON, Complainant,
vs.
THE WISCONSIN, MINNESOTA & PACIFIC RAILROAD COMPANY and The Willmar & Sioux Falls Railway Company.

Appeal of Wisconsin, Minnesota & Pacific Railroad Company from Order of Commission.

90 To the railroad and warehouse commission of the State of Minnesota, and to Jacob F. Jacobson, complainant in the above-entitled proceeding.

GENTLEMEN: Please take notice that The Wisconsin, Minnesota and Pacific Railroad Company, one of the defendants in the above-entitled proceeding, hereby appeals to the district court in and for Lac Qui Parle county, State of Minnesota, the same being the district court of the twelfth judicial district, and being the district court of the county in which the complainant resides, from that certain order made and entered in the above-entitled proceeding by said railroad and warehouse commission on the 19th day of June, 1896, directing said defendants to provide transfer facilities by track connection where their two lines of road intersect at the village of Hanley, State of Minnesota, and from each and every part of said order.

THE WISCONSIN, MINNESOTA & PACIFIC RAILROAD COMPANY,
By ALBERT E. CLARKE AND
W. F. BOOTH, *Its Attorneys.*

Dated July —, 1896.

91 Before the Railroad and Warehouse Commission of the State of Minnesota.

JACOB F. JACOBSON, Complainant,
vs.
THE WISCONSIN, MINNESOTA & PACIFIC RAILROAD COMPANY and The Willmar & Sioux Falls Railway Company, Defendants.

Appeal of Willmar & Sioux Falls Railway Company.

To the railroad and warehouse commission of the State of Minnesota, and to Jacob F. Jacobson, complainant in the above-entitled proceeding.

GENTLEMEN: Please take notice that The Willmar & Sioux Falls Railway Company, one of the defendants in the above-entitled proceeding, hereby appeals to the district — in and for Lac Qui Parle county, State of Minnesota, the same being the district court of the

twelfth judicial district, and being the district court of the county in which the complainant resides, from that certain order made and entered in the above entitled proceeding by said railroad and warehouse commission, on the 19th day of June, 1896, directing said defendants to provide transfer facilities by track connection
92 where their two lines of road intersect at the village of Hanley, State of Minnesota, and from each and every part of said order.

THE WILLMAR & SIOUX FALLS
RAILWAY COMPANY,
By M. D. GROVER, *Its Attorney.*

Dated July 5, 1896.

STATE OF MINNESOTA, }
Lac Qui Parle County. }

District Court, Twelfth Judicial District.

In the Matter of the Appeal of The Willmar & Sioux Falls Railway Company and The Wisconsin, Minnesota & Pacific Railroad Company from the Order of the Railroad and Warehouse Commission.

John F. JACOBSON, Respondent,
vs.
THE WILLMAR & SIOUX FALLS RAILWAY COMPANY and THE Wisconsin, Minnesota & Pacific Railroad Company, Appellants.

Stipulation as to Evidence in District Court.

93 It is hereby stipulated and agreed by and between the parties of the above-entitled action that the said cause be tried in January or February at the city of St. Paul, at such time as shall be convenient to the Hon. Gorham Powers, judge of said district.

It is further stipulated that said cause shall be submitted at the April, A. D. 1897, term of the supreme court.

It is also stipulated that the testimony of the witnesses taken upon the former hearing of said cause before the railroad and warehouse commission be read and received in evidence upon the trial in court, with the understanding that either party shall have the right to introduce such other evidence as they deem necessary, if material.

Dated December 18th, A. D. 1896.

H. W. CHILDS,
GEO. B. EDGERTON,
Attorneys for Complainant.
A. E. CLARKE,
W. F. BOOTH,
Att'ys for W., M. & P. R. R. Co.
M. D. GROVER,
Att'y for Willmar & S. F. R'y Co.

94 JACOB F. JACOBSON, Plaintiff,
vs.
THE WISCONSIN, MINNESOTA AND PACIFIC RAILROAD COMPANY and The Willmar & Sioux Falls Railway Company, Defendants.

Hearing before Hon. Gorham Powers, J., at St. Paul, Minnesota, on January 23rd, 1897.

Albert E. Clarke, Esq., appeared as counsel for the defendant, The Wisconsin, Minnesota and Pacific Railroad Company.

Hon. M. D. Grover appeared as counsel for the defendant, The Willmar & Sioux Falls Railway Company.

Hon. H. W. Childs, attorney general, appeared as counsel for the plaintiff, and Hon. Geo. B. Edgerton appeared of counsel for plaintiff.

The defendant, The Wisconsin, Minnesota and Pacific Railroad Company, owns the line of road upon which Hanley Falls is situated, originating at Watertown, South Dakota, and extending from that point easterly, into the State of Minnesota to Morton, at which point it connects with the Minneapolis and St. Louis road, which owns the line of road from Morton to Minneapolis; the connection is of such a character that it constitutes physically, one straight line of road from Watertown to Minneapolis. And, by virtue of a traffic and operating agreement, through trains are run, although the ownership of the two lines aforesaid *are* entirely independent.

That the Willmar and Sioux Falls Railway Company's
95 road is operated by the Great Northern Railway Company; and the line formed by the Wisconsin, Minnesota and Pacific Railroad Company and the Minneapolis and St. Louis Railroad Company are competitors with the Willmar and Sioux Falls road for business originating at, and west of Hanley Falls, destined both to Minneapolis and St. Paul markets, and destined to Omaha and Sioux City.

That the Minneapolis and St. Louis Railroad Company connects at Merriam junction with the "Northwestern" system, which runs direct to Omaha and Sioux City, and has a traffic connection with them for the transportation of shipments originating at, and west of Hanley Falls to Omaha and Sioux City.

That the Minneapolis and St. Louis railroad also connects at Fort Dodge, Iowa, with the Illinois Central railway, which runs to Sioux City; that the Minneapolis and St. Louis railroad connects at Des Moines, Iowa, with the Chicago, Rock Island and Pacific road, which runs direct to Omaha; and the joint line composed of the Minneapolis and St. Louis Railroad Company and the Wisconsin, Minnesota and Pacific Railroad Company has a traffic agreement and tariff with the Rock Island Company from Hanley Falls and points west to Omaha.

That the tariff on stock shipments from Hanley Falls and points west, and contiguous territory, to Omaha and Sioux City, is the same on lines of both of the defendants to this proceeding.

(The above facts are admitted by the plaintiff for the purposes of this trial.)

The Willmar and Sioux Falls Railway Company is organized under the general laws of the State of Minnesota to construct a line railroad from Willmar, in the State of Minnesota to Sioux
96 Falls in the State of South Dakota (with leave to refer to the charter on file in the office of the secretary of state), which line was constructed and completed in the year 1888, crossing the railroad of the Wisconsin, Minnesota and Pacific Railway Company at Hanley Falls, which last-named road was constructed some years prior to the Willmar and Sioux Falls road. That it owns no equipment, locomotives or cars. The line is operated, that is to say, the Great Northern Railway Company is lessee of the St. Paul, Minneapolis and Manitoba Railway Company, runs its locomotives, trains and cars over the line of railroad of the Willmar and Sioux Falls Railway Company under a contract arrangement with that company, by which the Great Northern Railway Company maintains and keeps in repair the line of railroad of the Willmar and Sioux Falls Railway Company, and accounts to the Willmar and Sioux Falls Railway Company for the net earnings on account of its line.

(The above facts are admitted by the plaintiff for the purposes of this trial.)

The Wisconsin, Minnesota and Pacific Railroad Company was originally incorporated by the name of the "Minnesota Central Railroad Company" under and by the provisions of chapter 2, Special Laws, 1857, extra session, of the State of Minnesota, approved May 23rd, 1857, and the various acts amendatory thereof and supplemental thereto.

The name was subsequently changed, pursuant to acts of the legislature, to the "Wisconsin, Minnesota and Pacific Railway Company."

(The above facts are admitted by the plaintiff for the purposes of this trial.)

97 It is admitted by the defendants, that the road that runs through Hanley Falls is now operated by the Wisconsin, Minnesota and Pacific Railroad Company.

It is agreed by and between the parties that, pursuant to the written stipulation heretofore made, all the evidence which was offered and received before the railroad and warehouse commission upon the hearing of this proceeding before the commission shall be, and is, hereby admitted and considered as in evidence upon this trial, including the order made by the commission and the exhibits referred to by such evidence. (Transcript of the same produced and marked Exhibit "A.")

It is agreed by and between the parties that the crossing at Hanley Falls is "at grade."

It is admitted by the plaintiff that the Minneapolis and St. Louis Railroad Company and the Great Northern Railway Company have track connections and transfer facilities in the city of Minneapolis between their respective lines.

98 STATE OF MINNESOTA, }
County of Yellow Medicine. }

District Court, Twelfth Judicial District.

JACOB F. JACOBSON, Complainant,
vs.
THE WISCONSIN, MINNESOTA AND PACIFIC RAILROAD COMPANY and The Willmar and Sioux Falls Railway Company, Defendants.

Findings and Order for Judgment.

This proceeding was commenced upon the petition of Jacob F. Jacobson, the complainant, made and presented to the railroad and warehouse commission of the State of Minnesota, and it comes to this court by an appeal on the part of the defendant companies from an order of said commission dated June 19th, 1896, and signed in behalf of said commission by its secretary, A. K. Teisberg. A trial of said cause upon said appeal was had by and before this court at St. Paul, Minnesota, on January 23rd, 1897, at which time Albert E. Clarke, Esq., appeared as counsel for the defendant, The Wisconsin, Minnesota and Pacific Railroad Company; Hon. M. D. Grover appeared as counsel for the defendant, The Willmar and Sioux Falls Railway Company; Hon. H. W. Childs, attorney general, and Hon. Geo. B. Edgerton, assistant attorney general, appeared as attorneys for complainant.

After having heard counsel for the respective parties, and being fully advised, the court finds from the evidence and the admissions of the parties the following facts:

99 That the complainant Jacob F. Jacobson is and was at the time of making said petition a citizen and resident of the village of Madison in the county of Lac Qui Parle and State of Minnesota, and is and had been for a long time prior to the making of said petition engaged in the business of shipping grain, wood and other commodities on and over the lines of the Wisconsin, Minnesota and Pacific Railroad Company in said State. That the lines of the two defendant railroad companies intersect and cross each other at Hanley Falls in the county of Yellow Medicine in said State.

That the Wisconsin, Minnesota and Pacific Railroad Company is and for a long time prior to the filing of the petition, or complaint herein, has been operated in connection with a line of railway extending to the cities of St. Paul, Minneapolis and Duluth in the State of Minnesota and to various markets and business centers in adjoining States; and said company owns the line of road upon which Hanley Falls is situated, originating at Watertown, South Dakota, and extending from that point easterly to Morton in the State of Minnesota, at which point it connects with the Minneapolis and St. Louis road which owns the line of road from Morton to Minneapolis, and the connection is of such a character that it constitutes physically one straight line of road from said Watertown to

Minneapolis. And by virtue of a traffic and operating agreement through trains are run, although the ownership of the two lines aforesaid is entirely independent. That the Minneapolis and St. Louis Railroad Company connects at Merriam junction with the "Northwestern system," which runs direct to Omaha and Sioux City, and has a traffic connection with them for the trans-
100 portation of shipments originating at and west of Hanley Falls to Omaha and Sioux City.

That the Minneapolis and St. Louis railroad connects at Fort Dodge, Iowa, with the Illinois Central railway, which runs to Sioux City. That the said Minneapolis and St. Louis railroad connects at Des Moines, Iowa, with the Chicago, Rock Island and Pacific railroad, which runs direct to Omaha, and the joint line composed of the Minneapolis and St. Louis Railroad Company and the Wisconsin, Minnesota and Pacific Railroad Company has a traffic agreement and tariff with the Rock Island Company from Hanley Falls and points west of Omaha. That the tariff on stock shipments from Hanley Falls and points west and contiguous territory to Omaha and Sioux City is the same on the lines of both of the defendants to this proceeding.

The Wisconsin, Minnesota and Pacific Railroad Company was originally incorporated by the name of the Minnesota Central Railway Company under and by the provisions of chapter two, Special Laws 1857, extra session of the State of Minnesota, approved May 23rd, 1857, and the various acts amendatory thereof and supplementary thereto, and the name was subsequently changed pursuant to acts of the legislature to the Wisconsin, Minnesota and Pacific Railway Company, and the road that runs through Hanley Falls is now operated by the last-named company.

That the Willmar and Sioux Falls Railway Company is likewise operated in connection with a line of railway extending to St. Paul, Minneapolis and Duluth in the State of Minnesota, and to Sioux City, Iowa, and various markets and business centers in adjoining States, and its road is operated by the Great Northern Rail-
101 way Company, and the line formed by the Wisconsin, Minnesota and Pacific Railroad Company, and the Minneapolis and St. Louis Railroad Company is a competitor with the Willmar & Sioux Falls road for business originating and west of Handley Falls, destined both to Minneapolis and St. Paul markets and destined to Omaha and Sioux City. That said Willmar and Sioux Falls Railway Company was and is organized under the general laws of the State of Minnesota to construct a line of railroad from Willmar in said State to Sioux Falls in the State of South Dakota, which line was constructed and completed in the year 1888, crossing the Wisconsin, Minnesota and Pacific Railway Company's track at Hanley Falls, which last-named road was constructed some years prior to the *the* Willmar and Sioux Falls road.

That it owns no equipment, locomotives or cars, but the Great Northern Railway Company as lessees of the St. Paul, Minneapolis and Manitoba Railway Company runs its locomotives, trains and cars over the line of railroad of the Willmar and Sioux Falls Rail-

way Company under a contract arrangement with that company by which the Great Northern Railway Company maintains and keeps in repair the line of railroad of the Willmar and Sioux Falls Railway Company and accounts to said last-named company for the net earnings on its line.

That the Wisconsin, Minnesota and Pacific Railroad Company is an existing corporation and its line of railroad extends with its connecting lines and under the same management from the city of Minneapolis through the counties of Carver, Sibley, Renville, Redwood, Yellow Medicine and Lac Qui Parle to the city of Watertown, in the State of South Dakota.

102 That the Willmar and Sioux Falls Railway Company is an existing corporation and operates lines of railway, one line of which extends from the village of Willmar, in the county of Kandiyohi, through the counties of Chippewa, Yellow Medicine, Lyon, Pipestone and Rock, in the State of Minnesota, to the line of the State of South Dakota, thence southerly to Sioux City, Iowa; and the main line of said last-named company connects at said Willmar with what is known as the "Great Northern system" of railways, operated by the Great Northern Company, and which said system operates lines extending from the city of St. Paul via the city of Crookston to St. Vincent, and via the city of Breckenridge to the city of Fargo, North Dakota, and from Fargo to the city of Grand Forks, in said last-named State, and via the city of Crookston to the city of Everett, in the State of Washington, from which last-named city the said "Great Northern system" has and enjoys traffic connection with the lines of other railway companies whereby it is enabled to haul its freight and passenger trains to points situate upon the Pacific coast. That the Great Northern Railway Company has traffic connections with the Eastern Railway Company in Minnesota, which last-named company has a line extending from the city of Hinckley, Minn., to the cities of Duluth and Superior, situated at the head of Lake Superior. That at the station known as Hanley Falls, in said county of Yellow Medicine, the tracks of the lines of the Willmar and Sioux Falls Railway Company and of the said Wisconsin, Minnesota and Pacific Railroad Company intersect and cross each other at grade at a point from 40 to 60 rods distant from the respective depots of said defendants and in such manner that it is

103 practicable for them to provide thereat ample, equal and reasonable facilities by track connections for the transfer from the track of one of said roads to that of the other, any and all cars of whatsoever name or character used in the regular business on the lines of road of the said last two named companies or either of them. That no facilities whatever have been provided by either of said last-named companies at or near said station of Hanley Falls, nor at or near the point of intersection of said roads at Hanley Falls, neither do any now exist thereat whereby cars of any kind or description can be transferred from one to the other of said lines.

That the farmers along the line of the Wisconsin, Minnesota and Pacific Railroad Company west of Hanley Falls raise now and have been raising a great many stock cattle, that is, cattle that are ready

to be fed and fattened for market, and the natural markets for such cattle are St. Paul and Minneapolis, Minn., and Sioux City, Iowa. And in some seasons the market for stock is better at Sioux City than at the other markets named on account of the supply of feed being more plentiful and cheaper at and near Sioux City, and such stock can be sold at the best advantage in the market having the largest and cheapest supply of food.

That in order to ship cattle from stations on the line of the Wisconsin, Minnesota and Pacific railroad to Sioux City, Iowa, there being now no transfer facilities at Hanley Falls, it is necessary and has been for a long time past to ship cattle to Hopkins station, within a few miles of Minneapolis, and there transfer them to the Chicago, St. Paul, Minneapolis and Omaha Railroad Company for transportation to Sioux City. That the distance from Hanley Falls
104 via the Wisconsin, Minnesota and Pacific railroad and its connections to Sioux City, Iowa, is 380 miles, and the distance from said Hanley Falls to Sioux City via the Willmar and Sioux Falls Railway Company and its connections is 181 miles. And in the shipment of stock over the longer line the cattle are kept much longer on the road than they would be if the cattle could be transferred at Hanley Falls and shipped over the shorter line, which would be established if transfer facilities were provided at that point, and that cattle shipped by the longer route lose considerable more by shrinkage than they would if they could be shipped by the shorter line as they might be if transfer facilities were established at Hanley Falls. And then the shippers and cattle-raisers residing along the line of the said Wisconsin, Minnesota and Pacific Railroad Company west of Hanley Falls would have the advantage of two markets for said stock. That the expense of transferring cattle from one road to the other by unloading and reloading the same, in addition to the freight charges on both roads would be so great as to make it impracticable and entirely unprofitable to buy and ship cattle in that way.

That at the stations of Hazel Run, Clarkfield, Boyd, Dawson, Madison and other stations on the Wisconsin, Minnesota and Pacific Railroad Company all wood and posts have to be shipped from a distance. That thousands of cords of wood are sold in said towns annually, and that there is a larger supply of wood along the line of the Great Northern system, of which said Willmar and Sioux Falls railway is a part than there is along the line of the Wisconsin, Minnesota and Pacific Railway Company and its connections, and wood and posts are cheaper and the quality of wood
105 better at the primary markets on the line of the Great Northern system than on the line of the other system, of which the Wisconsin, Minnesota and Pacific Railroad Company is a part, and if proper transfer facilities existed at Hanley Falls such wood and posts could be sold at points west of Hanley Falls on said last-named road at much less than what is now paid therefor. That on account of there being no transfer facilities at Hanley Falls people living on one line of road are practically excluded from the markets of the other line of road on account of the extra expense and

inconvenience of transferring goods, wares, merchandise and cattle by unloading and reloading.

That it is practicable and necessary for the interests of traffic for said defendant companies to provide at the point of intersection of the roads of said companies at Hanley Falls ample facilities by track connections for transferring any and all cars used in the business of their respective lines of road from one of their said lines to the other; and it is practicable and necessary for the interests of traffic that said defendant companies provide at said point of intersection equal and reasonable facilities for the interchange of cars and traffic between their respective lines and for the receiving, forwarding and delivering of property and cars to and from their respective lines. That such facilities are practicable, necessary and reasonable for the proper accommodation of the people of this State using and employing the lines of said defendant companies as a means of travel and for the transportation of produce, wood, cattle and merchandise.

That the following is a proper, feasible and practicable location of curve for track connections between the main tracks of de-
106 fendant railroad company at the point of intersection at Hanley Falls for the purpose of providing ample transfer facilities as hereinbefore stated: From a point in the center line of the main track of the Wisconsin, Minnesota and Pacific Railroad Company 479 feet westerly from the point of intersection of the main tracks of said railroads, with foresight on point of intersection of said tracks, run a curve of 573.7 feet radius to the right for 778.6 feet, ending at a point in the center line of the main track of the Willmar and Sioux Falls Railway Company, 463.3 feet southerly from said point of intersection.

As conclusions of law from the foregoing facts the court finds: That it is the duty of the defendant-, The Wisconsin, Minnesota and Pacific Railroad Company and The Willmar and Sioux Falls Railway Company, and they should be and are required to forthwith provide at the place of intersection of their said roads at said Hanley Falls ample facilities by track connections for transferring any and all cars used in the regular business of their respective lines of road from the line or tracks of one of said companies to those of the other, and to forthwith provide, at said place of intersection equal and reasonable facilities for the interchange of cars and traffic between their respective lines and for the receiving, forwarding and delivering property and cars to and from their respective lines. That it is the duty of said defendants, and they should be and are required to forthwith put in and construct for the purpose aforesaid, at said place of intersection, a track of the same gauge as the tracks of said companies upon a curve commencing at a point in the center line of the main track of the Wisconsin, Minnesota and Pacific Rail-
road Company 479 feet westerly from the point of intersec-
107 tion of the tracks of said railroads, with foresight on point of intersection of said tracks, run a curve of 573.7 feet radius to the right for 778.6 feet, ending at a point in the center line of the main track of the Willmar and Sioux Falls Railway Company

463.3 feet southerly from said point of intersection, and furnish the same with the necessary and proper switches at each end to transfer cars from one road to the other.

Let judgment be entered accordingly.

Dated August 5th, 1897.

GORHAM POWERS,
District Judge.

Memorandum.

Counsel for the respective parties in their argument made at the trial of this cause and in their briefs have agreed that the principal question involved in this action is the constitutionality of chapter 91 of the General Laws of 1895. It is scarcely necessary to say that the court finds said act constitutional, as upon no other ground could the foregoing conclusions of law be based requiring the defendants companies to comply with the provisions of said act.

GORHAM POWERS, *Judge.*

108 STATE OF MINNESOTA, }
County of Yellow Medicine. }

District Court, Twelfth Judicial District.

JACOB F. JACOBSON, Complainant,
vs.
WISCONSIN, MINNESOTA & PACIFIC RAILROAD COMPANY and THE Willmar & Sioux Falls Railway Company, Defendants.

Judgment.

The above case having been submitted to the court on the 23rd day of January, A. D. 1897, and the court having duly considered the same, did on the 7th day of August, A. D. 1897, duly file its findings of fact and order for judgment herein.

Now, pursuant to such findings and on motion of H. W. Childs and George B. Edgerton, attorneys for said complainant, Jacob F. Jacobson, it is here and hereby determined, ordered and adjudged that the said defendants, The Wisconsin, Minnesota & Pacific Railroad Company and The Willmar & Sioux Falls Railway Company, forthwith provide at the place of intersection of their roads at Hanley Falls, in said Yellow Medicine county, ample facilities by track connections for transferring any and all cars used in the regular business of their respective lines of road from the line or tracks of one of said companies to those of the other, and forthwith to provide at said place of intersection equal and reasonable facilities for the interchange of cars and traffic between their respective lines, and for the receiving, forwarding and delivering
109 property and cars to and from their respective lines; and that said defendants forthwith put in and construct for the purposes aforesaid at said places of intersection a track of the same gauge as the tracks of said companies upon the curve commencing

at a point in the center line of the main track of the Wisconsin, Minnesota and Pacific Railroad Company, 479 feet westerly from the point of intersection of said railroads, with foresight on point of intersection of said tracks, and run a curve of 573.7 feet radius to the right for 778.6 feet, ending at a point in the center line of the main track of the Willmar & Sioux Falls Railway Company 463.3 feet southerly from said point of intersection, and said companies forthwith furnish the same with necessary and proper switches at each end to transfer cars from one road to the other.

Dated and signed this 21st day of August, A. D. 1897.

By the court:

JOHN J. OLSON,
Clerk of District Court.

110 STATE OF MINNESOTA, }
County of Yellow Medicine. }

District Court, Twelfth Judicial District.

JACOB F. JACOBSON
vs.
THE WISCONSIN, MINNESOTA & PACIFIC RAILROAD COMPANY and The Willmar & Sioux Falls Railway Company.

Notice of Appeal.

To Hon. H. W. Childs and Geo. B. Edgerton, attorneys for the above plaintiff, and to John J. Olson, clerk of said district court:

Please take notice, that the above-named defendant, The Wisconsin, Minnesota and Pacific Railroad Company, hereby appeals to the supreme court of the State of Minnesota from that certain judgment of the said district court entered herein, on the 21st day of August, A. D. 1897, and from each and every part thereof.

Dated this 9th day of September, A. D. 1897.

ALBERT E. CLARKE AND
W. F. BOOTH,
Attorneys for the Defendant The Wisconsin, Minnesota & Pacific R. R. Co.

Due service of the within notice of appeal admitted, at ——, Minn., this 29th day of September, 1897.

H. W. CHILDS,
Attorney for Respondent.

Due service of the within notice of appeal admitted, at
111 Granite Falls, Minn., this 30th day of September, 1897.

JOHN J. OLSON,
Clerk of Court.

STATE OF MINNESOTA, }
County of Yellow Medicine. }

District Court.

JACOB F. JACOBSON, Plaintiff,
vs.
THE WISCONSIN, MINNESOTA & PACIFIC RAILROAD COMPANY and The Willmar & Sioux Falls Railway Company, Defendants.

Notice of Appeal.

To Hon. H. W. Childs, attorney for said plaintiff, and to John J. Olson, Esq., clerk of said district court.

GENTLEMEN: You and each of you will please take notice that the above-named defendant, The Willmar & Sioux Falls Railway Company, appeals to the supreme court of the State of Minnesota from that certain judgment of the above-named court and entered in the above-entitled proceedings by said court on the twenty-first day of August, 1897, adjudging, decreeing and directing that said defendants provide transfer facilities by track connections
112 where their two lines intersect at the village of Hanley, State of Minnesota, and that said defendant appeals from the whole of said judgment.

Dated at St. Paul this first day of October, 1897.

M. D. GROVER,
Attorney for Defendant Willmar & Sioux Falls Railway Company, Third and Rosabel Streets, St. Paul, Minnesota.

Endorsed: Due and personal service of the within is hereby admitted this 2nd day of October, 1897. H. W. Childs, attorney for plaintiff. Due and personal service of the within is hereby admitted this 4th day of October, 1897. John J. Olson, clerk district court. Filed Oct. 4, 1897. John J. Olson, clerk.

113 10925.

STATE OF MINNESOTA:

Supreme Court, October Term, A. D. 1897.

JACOB F. JACOBSON, Respondent,
vs.
THE WIS., MINN. & PACIFIC R. R. CO. ET AL., Defendants; The Wis., Minn. & Pacific R. R. Co., Appellant. } No. 255. Syllabus.

1. Where the putting in of a connecting switch at the crossing of two railroads to facilitate the transfer of cars from one road to the other will benefit both State and interstate traffic—

Held, there is concurrent jurisdiction in the State and Federal authorities to order the putting in of such connection.

Held, it sufficiently appears that there is in this case such necessity for the connection in question, arising from the benefit which will accrue to State traffic alone, that the State railroad and warehouse commission were warranted in ordering the connection to be made.

But held further on the appeal from the order of the commission, the burden was on the appellant railroad companies to show a want of such necessity, and they failed to maintain that burden.

2. Held, ch. 10, G. L. 1887, as amended by ch. 91, L. 1895, does not, at least as applied to the present case, contravene either the Federal Constitution or the constitution of this State in conferring upon the commission power to require the making of such a connection, the transfer and interchange of loaded cars, and the making of joint rates for through shipments when a part of the haul is on one and part on the other of the two connecting railroads.

Judgment affirmed.

114 10925.

STATE OF MINNESOTA:

Supreme Court, October Term, A. D. 1897.

JACOB F. JACOBSON, Respondent,
vs.
THE WISCONSIN, MINNESOTA & PACIFIC R. R. Co. *et al.*, Defendants; The Wisconsin, Minnesota & Pacific R. R. Co., Appellant. } No. 255. Opinion.

The Willmar & Sioux Falls railroad extends from Willmar, in this State, in a southwesterly direction to Sioux Falls, in S. Dak., and is crossed nearly at right angles by the Wisconsin, Minnesota & Pacific railroad near Hanley Falls, in this State. The former railroad is a part of the Great Northern system of railroads and the latter is operated in connection with the Minneapolis & St. Louis railroad and as a part of the same. The crossing near Hanley Falls is a grade crossing, and there has never been any switch connecting the two railroads at that point. Ch. 10, G. L. 1887, as amended by ch. 91, Laws 1895, provides:

"SEC. 3. (A.) That all common carriers subject to the provisions of this act shall provide at all points of connection, crossing or intersection at grade where it is practicable and necessary for the interest of traffic, ample facilities by track connections for transferring any cars used in the regular business of their respective lines of road from their lines or tracks to those of any other common carrier whose lines or track may connect with, cross or intersect their own, and shall provide equal and reasonable facilities for the interchange of cars and traffic between their respective lines, and for the receiving, forwarding and delivering of passengers, property and
115 cars to and from their several lines and those of other common carriers connecting therewith."

The act further provides that on the application of any person

interested the State railroad and warehouse commission shall order connections to be made at such crossings, and this is conceded by appellants. The commission did so order in this case after notice and a hearing had in the manner provided by the statute. Both railroad companies appealed to the district court from the order. On a hearing had in the district court the order was affirmed and the connection ordered to be made by a curved switch, 778.6 feet long and particularly described, just as the commission had ordered. From the judgment of the district court entered thereon both railroad companies appeal to this court. The W., M. & Pac. R. R. Co. has appeared and filed a brief, but the other appellant has not argued the case or filed any brief.

The connecting switch will at the middle of the same extend outside of the right of way of each and either railroad, and it will be necessary to condemn at that place a narrow strip of land a few hundred feet long for the use of the switch.

One of the lines of the Great Northern system extends from Duluth southwest to Willmar. Another extends from St. Paul and Minneapolis west to Willmar. These two lines pass through large areas of woodland, the timber on which is available for fuel and fence posts. Southwest of Willmar and for many miles in all directions around Hanley Falls the country is mostly prairie, timber is scarce, and great quantities of cord-wood and fence posts are brought down on the W. & S. F. railroad from said timbered regions and distributed along that road. Timber is not as plentiful along the M. & St. L. system; for that reason cord-wood and fence posts are much dearer at the stations on the W., M. & Pac. railroad east and west of Hanley Falls than such wood is at that station and the stations north and south of it on the W. & S. F. railroad. For this reason it is for the benefit of the people in the territory
116 tributary to the W., M. & Pac. railroad, but not tributary to Hanley Falls, that this connection should be made so as to enable them to have cars of wood transferred at that point from the W. & S. F. railroad to the W., M. & Pac. railroad and distributed at the stations along the latter road. But this will deprive the W., M. & Pac. R'y Co. of the benefit of a much longer haul on dearer wood. The loss of revenue which will result to it by reason thereof is one of the grounds of its complaint here.

A large number of cattle are raised in the territory tributary to the W., M. & Pac. railroad west of Hanley Falls. For such of these cattle as are fat enough for beef, Minneapolis and St. Paul are the best market, but for the stockers and feeders Sioux City or Omaha is the best market. But there is no way of reaching Sioux City or Omaha with cars of stock shipped from said territory over said last-named road except by running the cars first to Hopkins, within 8 miles of Minneapolis, and then transferring them to another railroad with which the M. & St. L. R'y Co. has traffic arrangements and running the cars over such other road to Sioux City or Omaha. The distance from Hanley Falls to Sioux City by this route is 380 miles, while the distance from Hanley Falls to Sioux City over the W. & S. F. railroad is but 181 miles. Making the connection in

question will deprive the W., M. & Pac. R'y Co. of the benefit of such longer haul on such stockers and feeders, and the loss of revenue which will result to it by reason thereof is another ground of its complaint.

1. Appellant W., M. & Pac. R'y Co. contends that as the shipping of stock to Sioux City and Omaha is interstate commerce, the State tribunals have no jurisdiction over it and must not take into consideration the question of the transferring of cars of such stock when determining the necessity of a connection at this crossing. Conceding, without deciding, that the State tribunals would have
117 no jurisdiction to require the making of this connection for the sole purpose of transferring cars engaged solely in the carrying of interstate commerce, it does not follow that these tribunals may not take into consideration the benefit to such commerce also when determining the necessity of this connection. The whole traffic to be benefited by the making of the connection may be amply sufficient to justify requiring the same to be made; yet the part of such traffic commencing and ending in the State may not be sufficient when taken alone, and the part which consists of interstate commerce may not be sufficient when taken alone. If appellant's position is correct, neither the State tribunals nor the Federal tribunals would have jurisdiction in such a case. Clearly such is not the law. In such a case jurisdiction is concurrent. If there is some necessity resulting from the benefit which will accrue to exclusively State commerce by reason of the putting in of the connection, this gives the State tribunals jurisdiction (Munn *v.* Illinois, 94 U. S., 126), and in disposing of the case they *make* take into consideration the whole necessity resulting from the whole benefit which will accrue to all classes of commerce.

But even if this position was not correct, there is, in our opinion, ample evidence in this case of necessity resulting from the benefit which will accrue to exclusively State commerce, when considered alone, to justify the ordering of the connection in question. We will go further.

Under the statute every presumption is in favor of the action of the commission, and the burden was upon appellant to show that such action was contrary to law. See Steenerson *v.* Gt. N. R'y Co., 72 N. W. R., 713. Appellant has totally failed to maintain that burden. No evidence was offered by appellant in the district court at all as to the want of necessity for the making of this connection, but it rested its case wholly on the evidence of the witnesses called in behalf of the petitioner.
118 That evidence was not in appellant's favor, and certainly did not show conclusively that there was no necessity for this crossing.

2. Appellant further contends that said act of the legislature is unconstitutional and void, and the judgment entered in this case is erroneous, because they contravene numerous provisions both of the State and Federal constitutions. Said law and judgment require appellant to exercise the power of eminent domain, construct a railroad track, operate the same, and exchange business with in-

tersecting roads, and it is contended that all of this is outside of and beyond what its charter requires, and that therefore the law impairs the obligation of the charter contract between appellant and the State, deprives appellant of the equal protection of the laws, takes its private property without just compensation, deprives it of the right to contract with reference to its own business, &c.

All of these constitutional objections may be considered together. These two railroads are public highways, and all of these objections amount simply to this: It is wholly foreign to the purpose of two public highways of the same character to require them to connect where they cross each other, so that public traffic may pass from the one to the other, and where a private corporation has been chartered to construct, maintain, and operate such a public highway, with the right to charge reasonable compensation for its services in so doing, it is a violation of its charter to compel it to connect its highway with another intersecting highway of the same character, unless the right to require the connection is expressly reserved in the charter. We cannot so hold. If appellant's position is correct, it has the constitutional right to completely isolate its railroad at any time by cutting it off from all connection with other railroads, unless the right to compel connections is expressly reserved in its charter.

119 Its road commences at the village of Morton, in this State (an unimportant station at the terminus of a branch of the M. & St. L. R'y), and extends westerly to Watertown, in S. Dak., so that it may at any time and in spite of all public authority be very completely isolated and cut off from all large commercial centers, if appellant sees fit so to cut it off.

The legislature chartered appellant to construct, maintain, and operate a public highway, not a cul-de-sac or something worse, which has no connection with like highways either at its ends or sides.

A railroad is an improved highway on which certain modern appliances are used. It will not, as a general rule, serve fully the purposes for which it was intended unless the connections between it and other like highways which cross or touch it are improved in like manner and the same modern appliances are used in passing from one road to the other over those connections.

Again, why is not the doctrine advanced by appellant a two-edged sword? If the legislature cannot compel the making of such connections because there is nothing in the charter expressly authorizing or requiring the making of them, why is it not *ultra vires* under such a charter, and without express legislative authority, to make such connections voluntarily? But who will contend that a railroad company may not, without express authority and as incidental to its general powers, connect its tracks with the tracks of other railroads that extend to its road at its ends or intersect it at its sides?

Appellant's property is dedicated to public use, "is affected with a public interest," and the legislature certainly has the power to regulate that use in a reasonable manner unless appellant's charter

expressly protects it from such regulation. See Munn *v.*
120 Illinois, 94 U. S., 126; State *v.* R'y Co., 83 Mo., 144; Allnut *v.* Inglis, 12 East., 527; Lord Hale's Treatise, "De Jure Maris," 1 Harg. Law Tracts, 6.

Appellant was chartered to serve the public within the scope of its charter powers and franchises, in the best and most efficient manner possible. It was not, as it seems to contend, chartered to obstruct public traffic or serve the public the least that self-interest might dictate. Appellant cannot be allowed to obstruct the course of public traffic under the claim that by putting in this connection and letting such traffic take its course appellant will lose a large amount of revenue which it would otherwise earn. If by reason of putting in the connection its revenues will be so reduced that it will not, on its whole business, receive a reasonable compensation for its services, its remedy is by a readjustment of the whole or such part of its schedule of rates and fares as under the circumstances ought to be readjusted, in order to enable it to earn such reasonable compensation.

It is contended that even if the connections were made, neither railway company could be compelled to deliver its loaded cars to the other to be carried with their contents to their destination over the road of such other; that to compel appellant to deliver up its cars to be carried away from the line of its road to distant points would be in violation of its charter contract and unconstitutional; that for this reason it is useless to compel the making of the connection in question, and therefore the legislative act fails of its purpose and is unconstitutional and void.

Such interchange of cars between different railroads is a common and almost universal practice, yet there are few railroad charters which expressly authorize this practice. It would hardly be
121 contended that such an act of interchange is *ultra vires* on the part of a railroad company whose charter is silent as to such authority. As incidental to the operation of its road, a railroad company has the power to interchange cars with other connecting companies, and this is the ordinary and usual way of doing business. We are clearly of the opinion that the legislature has the power to compel a common carrier to do business in the ordinary and usual way, and therefore may compel such interchange of cars as incidental to the business for which the company was chartered.

The supreme court of Iowa reached the same conclusion in Burlington, &c., R'y Co. *v.* Day, 48 N. W. R., 98. See also Atchison, &c., R'y Co. *v.* Denver, &c., R'y Co., 110 U. S., 667; Peoria, &c., R'y Co. *v.* Chicago, &c., R'y Co., 109 Illinois, 135; Michigan Cent. R'y Co. *v.* Smithson, 45 Mich., 212; State *v.* R'y Co., 83 Mo., 144.

The statute provides: "In the event that said railway companies fail to establish through joint rates or fail to establish and charge reasonable rates for such through shipments, * * * it shall be the duty of the railroad and warehouse commission of this State * * * to establish reasonable joint rates for the shipment of freight and cars over any two or more connecting lines of railroad

in this State, and to prescribe the reasonable rules under which any such cars so transferred shall be returned."

Appellant suggests that cases may arise where it would be compelled to deliver its cars to another carrier who is insolvent, or where the couplings, air brakes, or other appliances of the cars of one of the carriers will not match with those of the other and where it would be unsafe to haul such other cars. It is only necessary to say that such cases can be disposed of when they arise. There is no suggestion that this is any such a case.

Appellant seems to contend that this statute attempts to make the two or more railroad companies partners for the purposes
122 of such a through shipment; that it attempts to compel the making of a joint shipping contract by which each company will be liable for all the defaults of the others in the through shipment, and that therefore the statute is unconstitutional and void. The statute merely provides that in case all the railroad companies concerned in the through shipment fail to fix a reasonable total sum for the total haul the commission shall do so for them. There is nothing in this which requires any company to assume any liability beyond its own line for the acts of others in making the haul.

There is nothing in the suggestion that the two appellants are competing roads within the terms of subdivision (F) of sec. 3 of said statute, at least as far as regards the traffic for which the connection in question is required.

This disposes of the case, and the judgment appealed from is affirmed.

CANTY, *J.*

123 STATE OF MINNESOTA, *ss:*

Supreme Court.

I, D. F. Reese, clerk of said supreme court, do hereby certify that the foregoing is a full and true copy of the opinion and syllabus in the cause therein entitled, as appears fram the original remaining on file in my office; that I have carefully compared the within copy with said original, and that the same is a correct transcript therefrom and of the whole thereof.

Witness my hand and seal of said supreme court, at the capitol, in the city of St. Paul, this 16th day of April, A. D. 1898.

[Seal of the Supreme Court, State of Minnesota.]

D. F. REESE, *Clerk.*

124 [Endorsed:] No. 10925. 758. State of Minnesota, supreme court. Jacob F. Jacobson, respondent, *vs.* Wis., Minn. and Pac. R. R. Co., appellant. Copy of opinion and syllabus. Filed April 15, 1898. D. F. Reese, clerk. October term, A. D. 1897. Canty, J.

125 STATE OF MINNESOTA:

Supreme Court, October Term, A. D. 1897.

JACOB F. JACOBSON, Respondent,
vs.
THE WISCONSIN, MINNESOTA AND PACIFIC R. R. Co. *et al.*, Defendants; The Willmar and Sioux Falls Railway Company, Appellant. } No. 255.

Pursuant to an order of court duly made and entered in this cause on the second day of May, A. D. 1898—

It is here and hereby determined and adjudged that the judgment of the court below herein appealed from, to wit, of the district court of the twelfth judicial district, sitting within and for the county of Yellow Medicine, be, and the same hereby is, in all things affirmed; and it is further determined and adjudged that the respondent above named do have and recover of said The Willmar and Sioux Falls Railway Company, appellant herein, the sum and amount of one hundred and nine dollars ($109.00), costs and disbursements in this cause in this court, and that said respondent have execution for the enforcement thereof.

Dated and signed this 2nd day of May, 1898.

By the court:

[Seal of the Supreme Court, State of Minnesota.]

Attest: D. F. REESE, *Clerk.*

Statement for Judgment.

Costs allowed by statute	$25.00
Clerk's fees for making return	26.00
Printer's fees	48.00
Clerk's fees, supreme court	10.00
Filing mandate	
Affidavits and acknowledgments	
Postage	
	$109.00

126 [Endorsed:] 10925. State of Minnesota, supreme court. Transcript of judgment. Filed May 2, A. D. 1898. D. F. Reese, clerk. —— ——, attorney for —— ——. Page No. 461, V Book.

STATE OF MINNESOTA, *ss:*

Supreme Court.

I, D. F. Reese, clerk of said supreme court, do hereby certify that the foregoing is a full and true copy of the entry of judgment in the cause therein entitled, as appears from the original remaining of

record in my office; that I have carefully compared the within copy with said original, and that the same is a correct transcript therefrom.

Witness my hand and the seal of said supreme court, at the capitol, in the city of St. Paul, this second day of May, A. D. 1898.

D. F. REESE, *Clerk.*

127 STATE OF MINNESOTA:

Supreme Court, October Term, A. D. 1897.

JACOB F. JACOBSON, Respondent, *vs.* THE WISCONSIN, MINNESOTA AND PACIFIC R. R. Co. *et al.*, Defendants; The Willmar and Sioux Falls Railway Company, Appellant.	No. 255. Appeal from District Court, Twelfth Judicial District, County of Yellow Medicine.

This cause having been duly argued and submitted at the general October term of this court, A. D. 1897, upon the return to the appeal herein:

Now, after full and mature deliberation had thereon, it is here and hereby ordered that the judgment of the court below herein appealed from be, and the same hereby is, in all things affirmed, and that the respondent above named have judgment accordingly.

Entered May 2nd, A. D. 1898.

By the court:

[Seal of the Supreme Court, State of Minnesota.]

Attest: D. F. REESE, *Clerk.*

I hereby certify that the foregoing is a full and true copy of the original order for judgment entered in the above-entitled cause.

Attest: D. F. REESE, *Clerk.*

128 [Endorsed:] No. 10925. State of Minnesota, supreme court. Copy of order for judgment. Filed May 2, A. D. 1898. D. F. Reese, clerk. Entered on page 127 M.

129 STATE OF MINNESOTA:

Supreme Court, General October Term, A. D. 1897.

WEDNESDAY MORNING, 9.30 O'CLOCK,
February 2, *A. D.* 1898.

Court convened pursuant to adjournment, all the justices being present.

JACOB F. JACOBSON, Respondent,
vs.
THE WISCONSIN, MINNESOTA AND PACIFIC R. R. Co. *et al.*, Defendants; The Willmar and Sioux Falls Railway Company, Appellant.
} Cal. No., 255; Reg. No., 10925.

This cause came on to be heard this day upon the return to the appeal herein.

Thereupon the same was argued by respondent, submitted by appellant to the court for decision upon paper book and briefs of counsel, and taken under advisement.

A true record.

[Seal of the Supreme Court, State of Minnesota.]

Attest: D. F. REESE, *Clerk.*

The foregoing is a full and true copy of the minutes of argument in the above-entitled cause.

Attest: D. F. REESE, *Clerk.*

130 [Endorsed:] 10925. State of Minnesota, supreme court. Copy of minutes of argument. Filed May 2, A. D. 1898. D. F. Reese, clerk.

131 [Endorsed:] No. 10925. State of Minnesota, supreme court. Jacob F. Jacobson, respondent, against Wis., Minn. and Pac. R. R. Co. *et al.*, defendants; Willmar and Sioux Falls R'y Co., appellant. Judgment-roll. Filed May 2nd, 1898. D. F. Reese, clerk.

132 State of Minnesota, Supreme Court.

STATE OF MINNESOTA,
Office of Clerk of Supreme Court,
} *ss:*

I, Darius F. Reese, clerk of the supreme court, State of Minnesota, do hereby certify and return to the Supreme Court of the United States that the foregoing and annexed transcript of record is a full and complete transcript of the record, judgment, judgment-roll, and all of the proceedings had in the said supreme court of the State of Minnesota in the case between Jacob F. Jacobson, respondent, *vs.* The Wisconsin, Minnesota & Pacific Railroad Co. and The Willmar

& Sioux Falls Railway Co., appellants, including the opinion of the said supreme court therein, as appears from the original files and records.

And I do further certify and return that I have annexed to said transcript and included therewith and that the foregoing are copies of the petition for writ of error, with allowance of same, and of the assignments of error and of the bond, as the same remain on file and of record in said supreme court of the State of Minnesota, and are the original writ of error from the Supreme Court of the United States and the original citation issued thereon, with proof of service thereof, and that the foregoing constitutes a true, full, and complete return to said writ of error.

Seal of the Supreme Court, State of Minnesota.

In witness whereof I have hereunto set my hand and the seal of said supreme court of the State of Minnesota, at the capitol, at St. Paul, Minnesota, this 20th day of January, A. D. 1899.

DARIUS F. REESE,
Clerk of the Supreme Court, Minnesota.

Endorsed on cover: File No., 17,283. Minnesota supreme court. Term No., 199. The Wisconsin, Minnesota and Pacific Railroad Company, plaintiff in error, vs. Jacob F. Jacobson. Filed January 30, 1899.